


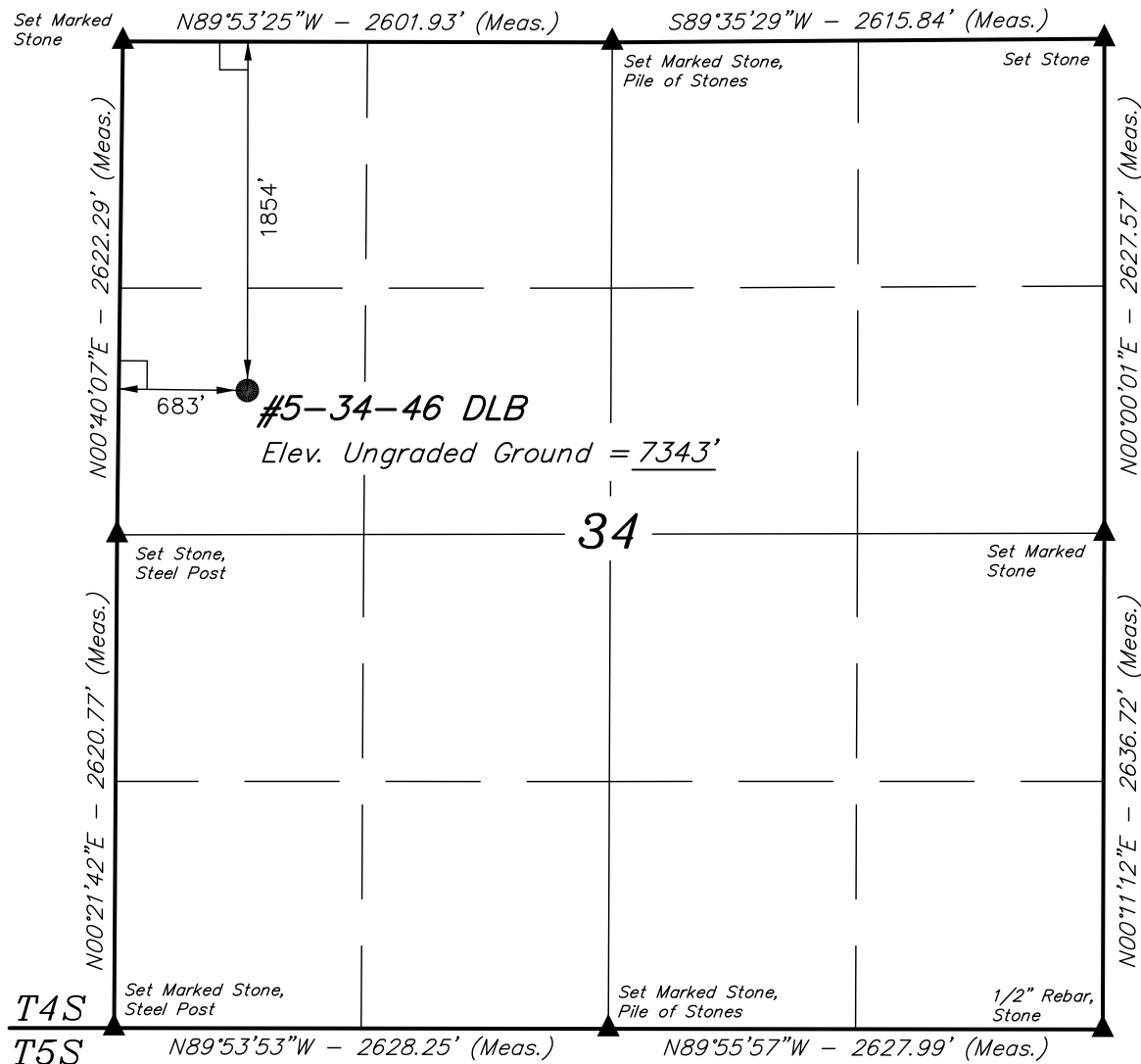
STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING				FORM 3 AMENDED REPORT <input type="checkbox"/>		
APPLICATION FOR PERMIT TO DRILL				1. WELL NAME and NUMBER 5-34-46 DLB		
2. TYPE OF WORK DRILL NEW WELL <input checked="" type="checkbox"/> REENTER P&A WELL <input type="checkbox"/> DEEPEN WELL <input type="checkbox"/>				3. FIELD OR WILDCAT ALTAMONT		
4. TYPE OF WELL Gas Well Coalbed Methane Well: NO				5. UNIT or COMMUNITIZATION AGREEMENT NAME		
6. NAME OF OPERATOR BILL BARRETT CORP				7. OPERATOR PHONE 303 312-8164		
8. ADDRESS OF OPERATOR 1099 18th Street Ste 2300, Denver, CO, 80202				9. OPERATOR E-MAIL dspencer@billbarrettcorp.com		
10. MINERAL LEASE NUMBER (FEDERAL, INDIAN, OR STATE) 20G0005500		11. MINERAL OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input checked="" type="checkbox"/> STATE <input type="checkbox"/> FEE <input type="checkbox"/>		12. SURFACE OWNERSHIP FEDERAL <input type="checkbox"/> INDIAN <input type="checkbox"/> STATE <input checked="" type="checkbox"/> FEE <input type="checkbox"/>		
13. NAME OF SURFACE OWNER (if box 12 = 'fee')				14. SURFACE OWNER PHONE (if box 12 = 'fee')		
15. ADDRESS OF SURFACE OWNER (if box 12 = 'fee')				16. SURFACE OWNER E-MAIL (if box 12 = 'fee')		
17. INDIAN ALLOTTEE OR TRIBE NAME (if box 12 = 'INDIAN') Ute		18. INTEND TO COMMINGLE PRODUCTION FROM MULTIPLE FORMATIONS YES <input type="checkbox"/> (Submit Commingling Application) NO <input checked="" type="checkbox"/>		19. SLANT VERTICAL <input checked="" type="checkbox"/> DIRECTIONAL <input type="checkbox"/> HORIZONTAL <input type="checkbox"/>		
20. LOCATION OF WELL	FOOTAGES	QTR-QTR	SECTION	TOWNSHIP	RANGE	MERIDIAN
LOCATION AT SURFACE	1854 FNL 683 FWL	SWNW	34	4.0 S	6.0 W	U
Top of Uppermost Producing Zone	1854 FNL 683 FWL	SWNW	34	4.0 S	6.0 W	U
At Total Depth	1854 FNL 683 FWL	SWNW	34	4.0 S	6.0 W	U
21. COUNTY DUCESNE		22. DISTANCE TO NEAREST LEASE LINE (Feet) 683		23. NUMBER OF ACRES IN DRILLING UNIT 640		
		25. DISTANCE TO NEAREST WELL IN SAME POOL (Applied For Drilling or Completed) 5250		26. PROPOSED DEPTH MD: 7100 TVD: 7100		
27. ELEVATION - GROUND LEVEL 7343		28. BOND NUMBER LPM 879501		29. SOURCE OF DRILLING WATER / WATER RIGHTS APPROVAL NUMBER IF APPLICABLE Duchesne City Culinary Water Dock		
ATTACHMENTS						
VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES						
<input checked="" type="checkbox"/> WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER			<input checked="" type="checkbox"/> COMPLETE DRILLING PLAN			
<input type="checkbox"/> AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)			<input type="checkbox"/> FORM 5. IF OPERATOR IS OTHER THAN THE LEASE OWNER			
<input type="checkbox"/> DIRECTIONAL SURVEY PLAN (IF DIRECTIONALLY OR HORIZONTALLY DRILLED)			<input checked="" type="checkbox"/> TOPOGRAPHICAL MAP			
NAME Elaine Winick		TITLE Sr. Permit Analyst		PHONE 303 293-9100		
SIGNATURE		DATE 08/06/2010		EMAIL ewinick@billbarrettcorp.com		
API NUMBER ASSIGNED 43013504150000		APPROVAL  Permit Manager				

Proposed Hole, Casing, and Cement						
String	Hole Size	Casing Size	Top (MD)	Bottom (MD)		
Cond	26	16	0	80		
Pipe	Grade	Length	Weight			
	Unknown	80	65.0			

Proposed Hole, Casing, and Cement						
String	Hole Size	Casing Size	Top (MD)	Bottom (MD)		
Surf	12.25	9.625	0	1100		
Pipe	Grade	Length	Weight			
	Grade J-55 ST&C	1100	36.0			

Proposed Hole, Casing, and Cement						
String	Hole Size	Casing Size	Top (MD)	Bottom (MD)		
Prod	7.875	5.5	0	7100		
Pipe	Grade	Length	Weight			
	Grade N-80 LT&C	7100	17.0			

T4S, R6W, U.S.B.&M.



BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

(NAD 83)

LATITUDE = 40°05'30.49" (40.091803)

LONGITUDE = 110°33'21.82" (110.556061)

(NAD 27)

LATITUDE = 40°05'30.64" (40.091844)

LONGITUDE = 110°33'19.26" (110.555350)

LEGEND:

└─┘ = 90° SYMBOL

● = PROPOSED WELL HEAD.

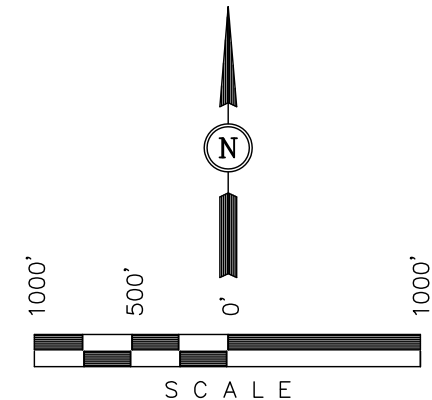
▲ = SECTION CORNERS LOCATED.

BILL BARRETT CORPORATION

Well location, #5-34-46 DLB, located as shown in the SW 1/4 NW 1/4 of Section 34, T4S, R6W, U.S.B.&M., Duchesne County, Utah.

BASIS OF ELEVATION

BENCH MARK (M67) LOCATED IN THE SW 1/4 OF SECTION 9, T5S, R4W, U.S.B.&M., TAKEN FROM THE DUCHESNE SE QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED ON CAP AS BEING 6097 FEET.



CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

Revised: 08-03-10

Revised: 1-19-07

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 10-4-06	DATE DRAWN: 10-5-06
PARTY D.R. R.R. K.G.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE BILL BARRETT CORPORATION	

DRILLING PLAN

BILL BARRETT CORPORATION

5-34-46 DLB

SHL: SWNW, 1854' FNL & 683' FWL, Section 34-T4S-R6W

BHL: SWNW, 1854' FNL & 683' FWL, Section 34-T4S-R6W

Duchesne County, Utah

1 - 2. Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals

<u>Formation</u>	<u>Depth</u>
Green River	1997'*
Douglas Creek	4495'
Black Shale	5237'
Castle Peak	5443'
Wasatch	5982' *
TD	7100'

*PROSPECTIVE PAY

The Wasatch and Lower Green River are the primary objectives for oil/gas.

3. BOP and Pressure Containment Data

<u>Depth Intervals</u>	<u>BOP Equipment</u>
0 – 1,100'	No pressure control required
1,100' – TD	11" 3000# Ram Type BOP 11" 3000# Annular BOP
- Drilling spool to accommodate choke and kill lines;	
- Ancillary equipment and choke manifold rated at 3,000#. All BOP and BOPE tests will be in accordance with the requirements of onshore Order No. 2;	
- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.	
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up To operate most efficiently in this manner.	

4. Casing Program

<u>Hole Size</u>	<u>SETTING DEPTH (FROM) (TO)</u>		<u>Casing Size</u>	<u>Casing Weight</u>	<u>Casing Grade</u>	<u>Thread</u>	<u>Condition</u>
26"	surface	80'	16"	65#			
12 ¼"	surface	1,100'	9 5/8"	36#	J or K 55	ST&C	New
8 ¾" & 7 7/8"	surface	7,100'	5 ½"	17#	N or I 80	LT&C	New

Bill Barrett Corporation
Drilling Program
5-34-46 DLB
Duchesne County, Utah

5. Cementing Program

16" Conductor Casing	Grout cement
9 5/8" Surface Casing	Approximately 120 sx Halliburton Light Premium cement with additives mixed at 11.0 ppg (yield = 3.16 ft ³ /sx) circulated to surface with 75% excess. Approximately 210 sx Halliburton Premium cement with additives mixed at 14.8 ppg (yield = 1.36 ft ³ /sx).
5 1/2" Production Casing	Approximately 840 sx Tuned Light cement with additives mixed at 11.0 ppg (yield = 2.31 ft ³ /sx). Approximately 540 sx Halliburton Econocem cement with additives mixed at 13.5 ppg (yield = 1.42 ft ³ /sx). Estimated TOC = surface.

6. Mud Program

<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Fluid Loss (API filtrate)</u>	<u>Remarks</u>
40' – 1,100'	8.3 – 8.8	26 – 36	NC	Freshwater Spud Mud Fluid System
1,100' – TD	8.6 – 10.6	42-52	20 cc or less	DAP Polymer Fluid System
Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.				

7. Testing, Logging and Core Programs

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD as needed to land wellbore;
Logging	DIL-GR-SP, FDC-CNL-GR-CALIPER-Pe-Microlog, Sonic-GR (all TD to surface). FMI & Sonic Scanner to be run at geologist's discretion.

8. Anticipated Abnormal Pressures or Temperatures

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 3914 psi* and maximum anticipated surface pressure equals approximately 2352 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

**Maximum surface pressure = A – (0.22 x TD)

9. Auxiliary equipment

- Upper kelly cock; lower Kelly cock will be installed while drilling
- Inside BOP or stab-in valve (available on rig floor)
- Safety valve(s) and subs to fit all string connections in use
- Mud monitoring will be visually observed

Bill Barrett Corporation
Drilling Program
5-34-46 DLB
Duchesne County, Utah

10. Location and Type of Water Supply

Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

11. Drilling Schedule

Location Construction:	Approximately Sept 19, 2010
Spud:	Approximately October 1, 2010
Duration:	20 days drilling time
	45 days completion time



Bill Barrett Corporation

LAKE CANYON & BLACK TAIL RIDGE CEMENT VOLUMES

Well Name: 5-34-46 DLB

Surface Hole Data:

Total Depth:	1,100'
Top of Cement:	0'
OD of Hole:	12.250"
OD of Casing:	9.625"

Calculated Data:

Lead Volume:	328.8	ft ³
Lead Fill:	600'	
Tail Volume:	274.0	ft ³
Tail Fill:	500'	

Cement Data:

Lead Yield:	3.16	ft ³ /sk
% Excess:	75%	
Top of Lead:	0'	

Calculated # of Sacks:

# SK's Lead:	120
--------------	-----

Tail Yield:	1.36	ft ³ /sk
% Excess:	75%	
Top of Tail:	600'	

# SK's Tail:	210
--------------	-----

Production Hole Data:

Total Depth:	7,100'
Top of Cement:	0'
Top of Tail:	5,100'
OD of Hole:	8.750"
OD of Casing:	5.500"

Calculated Data:

Lead Volume:	1932.3	ft ³
Lead Fill:	5,100'	
Tail Volume:	757.9	ft ³
Tail Fill:	2,000'	

Cement Data:

Lead Yield:	2.31	ft ³ /sk
Tail Yield:	1.42	ft ³ /sk
% Excess:	50%	

Calculated # of Sacks:

# SK's Lead:	840
# SK's Tail:	540

5-34-46 DLB Proposed Cementing Program

<u>Job Recommendation</u>		<u>Surface Casing</u>	
Lead Cement - (600' - 0')			
Halliburton Light Premium	Fluid Weight:	11.0	lbm/gal
5.0 lbm/sk Silicalite Compacted	Slurry Yield:	3.16	ft ³ /sk
0.25 lbm/sk Kwik Seal	Total Mixing Fluid:	19.48	Gal/sk
0.125 lbm/sk Poly-E-Flake	Top of Fluid:	0'	
2.0% Bentonite	Calculated Fill:	600'	
	Volume:	58.57	bbl
	Proposed Sacks:	120	sk
Tail Cement - (TD - 600')			
Premium Cement	Fluid Weight:	14.8	lbm/gal
2.0% Calcium Chloride	Slurry Yield:	1.36	ft ³ /sk
	Total Mixing Fluid:	6.37	Gal/sk
	Top of Fluid:	600'	
	Calculated Fill:	500'	
	Volume:	48.80	bbl
	Proposed Sacks:	210	sk

<u>Job Recommendation</u>		<u>Production Casing</u>	
Lead Cement - (5100' - 0')			
Tuned Light™ System	Fluid Weight:	11.0	lbm/gal
	Slurry Yield:	2.31	ft ³ /sk
	Total Mixing Fluid:	10.65	Gal/sk
	Top of Fluid:	0'	
	Calculated Fill:	5,100'	
	Volume:	344.14	bbl
	Proposed Sacks:	840	sk
Tail Cement - (7100' - 5100')			
Econocem™ System	Fluid Weight:	13.5	lbm/gal
0.125 lbm/sk Poly-E-Flake	Slurry Yield:	1.42	ft ³ /sk
1.0 lbm/sk Granulite TR 1/4	Total Mixing Fluid:	6.61	Gal/sk
	Top of Fluid:	5,100'	
	Calculated Fill:	2,000'	
	Volume:	134.97	bbl
	Proposed Sacks:	540	sk

PRESSURE CONTROL EQUIPMENT – Schematic Attached

A. Type: Eleven (11) Inch Double Gate Hydraulic BOP with Eleven (11) Inch Annular Preventer. The blow out preventer will be equipped as follows:

1. One (1) blind ram (above).
2. One (1) pipe ram (below).
3. Drilling spool with two (2) side outlets (choke side 3-inch minimum, kill side 2-inch minimum).
4. 3-inch diameter choke line.
5. Two (2) choke line valves (3-inch minimum).
6. Kill line (2-inch minimum).
7. Two (2) chokes.
8. Two (2) kill line valves, one of which shall be a check valve (2-inch minimum).
9. Upper kelly cock valve with handles available.
10. Safety valve(s) & subs to fit all drill string connections in use.
11. Pressure gauge on choke manifold.
12. Fill-up line above the uppermost preventer.

B. Pressure Rating: 3,000 psi

C. Testing Procedure:

Annular Preventer

At a minimum, the Annular Preventer will be pressure tested to 50% of the rated working pressure for a period of ten (10) minutes or until provisions of the test are met, whichever is longer.

At a minimum the above pressure test will be performed:

1. When the annular preventer is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition, the Annular Preventer will be functionally operated at least weekly.

Blow-Out Preventer

At a minimum, the BOP, choke manifold, and related equipment will be pressure tested to the approved working pressure of the BOP stack (if isolated from the surface casing by a test plug) or to 70% of the internal yield strength of the surface casing (if the BOP is not isolated from the casing by a test plug). Pressure will be

maintained for a period of at least ten (10) minutes or until the requirements of the test are met, whichever is longer.

At a minimum, the above pressure test will be performed:

1. When the BOP is initially installed;
2. Whenever any seal subject to test pressure is broken;
3. Following related repairs; and
4. At thirty (30) day intervals.

In addition the pipe and blind rams will be activated each trip, but not more than once each day. All BOP drills and tests will be recorded in the IADC driller's log.

D. Choke Manifold Equipment:

All choke lines will be straight lines unless turns use tee blocks or are targeted with running tees, and will be anchored to prevent whip and vibration.

E. Accumulator:

The accumulator will have sufficient capacity to open the hydraulically-controlled choke line valve (if so equipped), close all rams plus the annular preventer, and retain a minimum of 200 psi above precharge on the closing manifold without the use of closing unit pumps. The fluid reservoir capacity will be double the usable fluid volume of the accumulator system capacity and the fluid level of the reservoir will be maintained at the manufacturer's recommendations.

The BOP system will have two (2) independent power sources to close the preventers. Nitrogen bottles (3 minimum) will be one (1) of these independent power sources and will maintain a charge equal to the manufacturer's specifications.

The accumulator precharge pressure test will be conducted prior to connecting the closing unit to the BOP stack and at least once every six (6) months thereafter. The accumulator pressure will be corrected if the measured precharge pressure is found to be above or below the maximum or minimum limits specified in the *Onshore Oil & Gas Order Number 2*.

A manual locking device (i.e. hand wheels) or automatic locking device will be installed on all systems of 2M or greater. A valve will be installed in the closing line as close as possible to the annular preventer to act as a locking device. This valve will be maintained in the open position and will be closed only when the power source for the accumulator is inoperative.

Remote controls shall be readily accessible to the driller. Remote controls for all 3M or greater systems will be capable of closing all preventers. Remote controls for 5M or greater systems will be capable of both opening and closing all preventers. Master controls will be at the accumulator and will be capable of opening and closing all preventers and the choke line valve (if so equipped).

F. Miscellaneous Information:

The Blow-Out Preventer and related pressure control equipment will be installed, tested and maintained in compliance with the specifications in and requirements of *Onshore Oil & Gas Order Number 2*. The choke manifold will be located outside the rig sub-structure. The hydraulic BOP closing unit will be located at least twenty-five (25) feet from the well head but readily accessible to the driller. Exact locations and configurations of the hydraulic BOP closing unit will depend upon the particular rig contracted to drill this hole.

A flare line will be installed after the choke manifold, extending 125 feet (minimum) from the center of the drill hole to a separate flare pit.

BILL BARRETT CORPORATION

#5-34-46 DLB

LOCATED IN DUCHESNE COUNTY, UTAH
SECTION 34, T4S, R6W, U.S.B.&M.



PHOTO: VIEW OF LOCATION STAKE

CAMERA ANGLE: NORTHWESTERLY



PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS

CAMERA ANGLE: EASTERLY



- Since 1964 -

UELS

Uintah Engineering & Land Surveying

85 South 200 East Vernal, Utah 84078
435-789-1017 uels@uelsinc.com

**TOPOGRAPHIC
MAP**

10 06 06
MONTH DAY YEAR

TAKEN BY: D.R.

DRAWN BY: L.K.

REV: J.H. 02-11-10

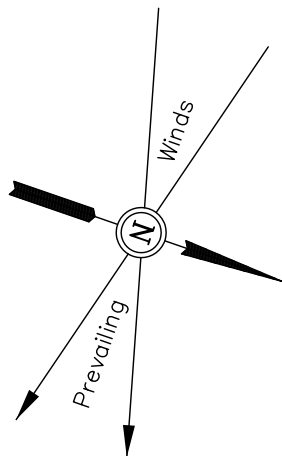
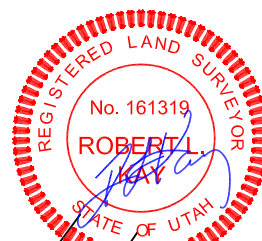
PHOTO

BILL BARRETT CORPORATION

LOCATION LAYOUT FOR

#5-34-46 DLB
SECTION 34, T4S, R6W, U.S.B.&M.
1854' FNL 683' FWL

FIGURE #1



SCALE: 1" = 60'
DATE: 10-5-06
DRAWN BY: K.G.
Revised: 1-19-07

NOTE:

Flare Pit is to be located
a min. of 100' from the
Well Head.

Approx.
Top of
Cut Slope

Approx.
Toe of
Fill Slope

El. 51.2'
C-19.3'
(Btm. Pit)

El. 46.1'
C-6.2'

El. 40.3'
C-8.4'
(Btm. Pit)

Reserve Pit Backfill
& Spoils Stockpile

RESERVE PIT
8' DEEP

Total Pit Capacity
W/2' of Freeboard
= 16,830 Bbls.±
Total Pit Volume
= 4,910 Cu. Yds

Sta. 0+50

Proposed Access
Road

Topsoil Stockpile

C-5.7'
El. 45.6'

C-3.1'
El. 43.0'

Round Corners
as Needed

C-3.1'
El. 43.0'

C-6.6'
El. 46.5'

RIG

PUMP

MUD SHED

HOPPER

POWER

TOOLS

FUEL

C-2.6'
El. 42.5'

C-0.9'
El. 40.8'

C-2.5'
El. 42.4'

Topsoil Stockpile

Reserve Pit Backfill
& Spoils Stockpile

F-10.5'
El. 29.4'

Sta. 3+75

F-10.3'
El. 29.6'

Sta. 2+00

F-12.5'
El. 27.4'

Sta. 0+00

PIPE RACKS

CATWALK

DOG HOUSE

WATER

TOILET

FUEL

STORAGE TANK

Old Existing Road

NOTES:

Elev. Ungraded Ground At Loc. Stake = **7343.0'**

FINISHED GRADE ELEV. AT LOC. STAKE = **7339.9'**

BILL BARRETT CORPORATION

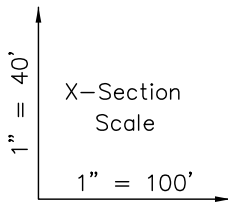
TYPICAL CROSS SECTIONS FOR

#5-34-46 DLB

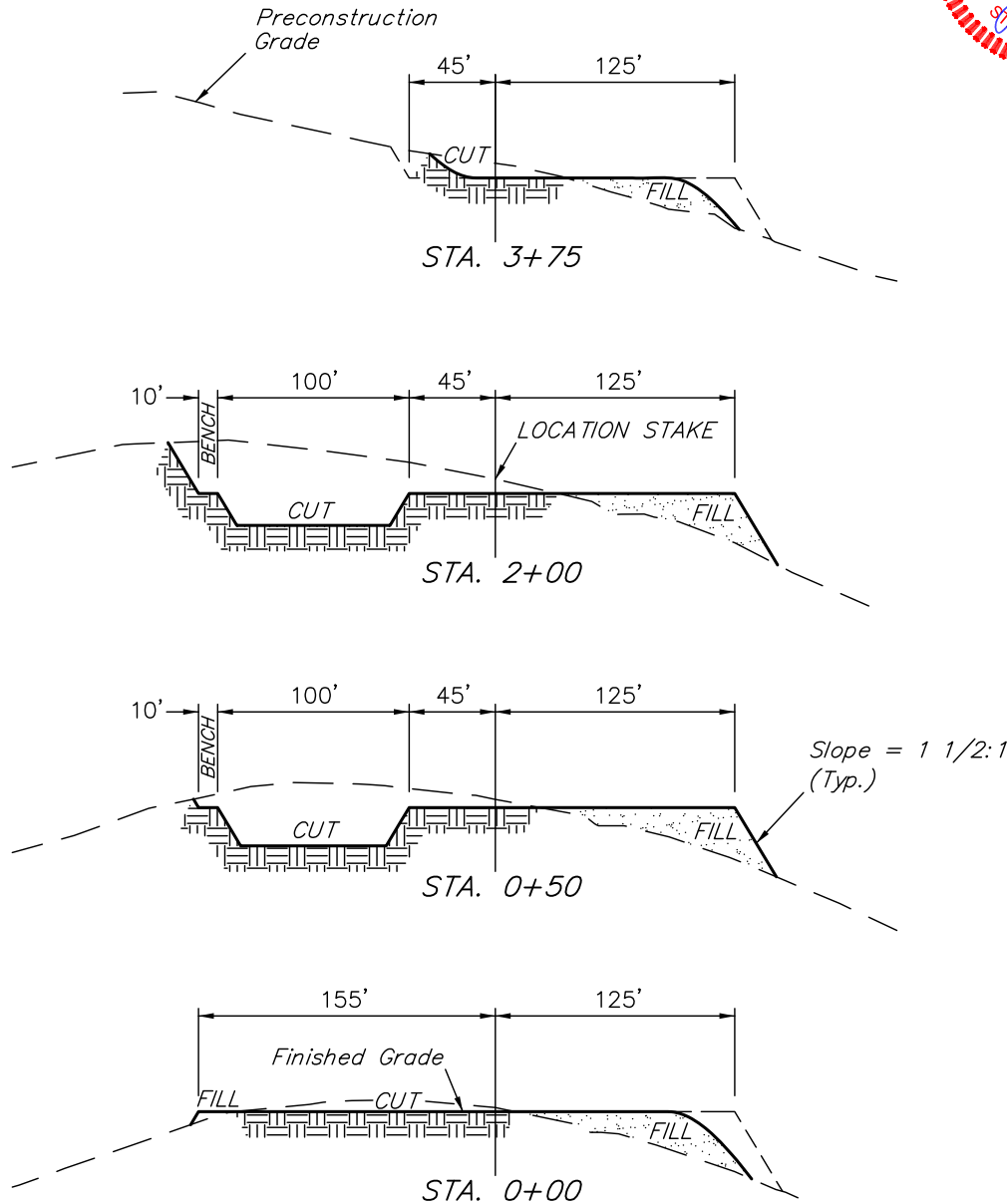
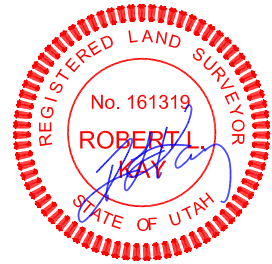
SECTION 34, T4S, R6W, U.S.B.&M.

1854' FNL 683' FWL

FIGURE #2



DATE: 10-5-06
DRAWN BY: K.G.
Revised: 1-19-07



NOTE:

Topsoil should not be Stripped Below Finished Grade on Substructure Area.

* NOTE:
FILL QUANTITY INCLUDES
5% FOR COMPACTION

APPROXIMATE YARDAGES

CUT	
(6") Topsoil Stripping	= 2,010 Cu. Yds.
Remaining Location	= 13,420 Cu. Yds.
TOTAL CUT	= 15,430 CU.YDS.
FILL	= 10,960 CU.YDS.

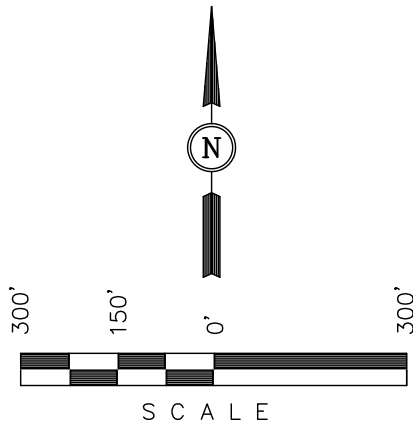
EXCESS MATERIAL	= 4,470 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	= 4,470 Cu. Yds.
EXCESS UNBALANCE (After Interim Rehabilitation)	= 0 Cu. Yds.

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

BILL BARRETT CORPORATION

LOCATION DAMAGE AREA &
ROAD RIGHT-OF-WAY STATE
OF UTAH DWL LANDS

(For #5-34-46 DLB)
LOCATED IN
SECTION 34, T4S, R6W, U.S.B.&M.
DUCHESNE COUNTY, UTAH



DAMAGE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N33°15'02"E 890.43' FROM THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE N19°09'02"W 104.12'; THENCE N70°50'58"E 425.00'; THENCE S19°09'02"E 320.00'; THENCE S70°50'58"W 260.00'; THENCE N77°55'55"W 192.94'; THENCE N19°09'02"W 115.88' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.933 ACRES MORE OR LESS.

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH - 200 EAST • (435) 789-1017
VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 05-14-07
PARTY D.R. R.R. P.M.	REFERENCES G.L.O. PLAT
WEATHER WARM	FILE 4 8 3 7 4

ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 30' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N12°39'35"E 786.25' FROM THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE S85°46'55"E 83.93'; THENCE S86°16'25"E 156.63'; THENCE S85°23'13"E 76.16' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 34 WHICH BEARS N33°15'02"E 890.43' FROM THE WEST 1/4 CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.218 ACRES MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S85°46'55"E	83.93'
L2	S86°16'25"E	156.63'
L3	S85°23'13"E	76.16'
L4	N19°09'02"W	104.12'
L5	N70°50'58"E	425.00'
L6	S19°09'02"E	320.00'
L7	S70°50'58"W	260.00'
L8	N77°55'55"W	192.94'
L9	N19°09'02"W	115.88'

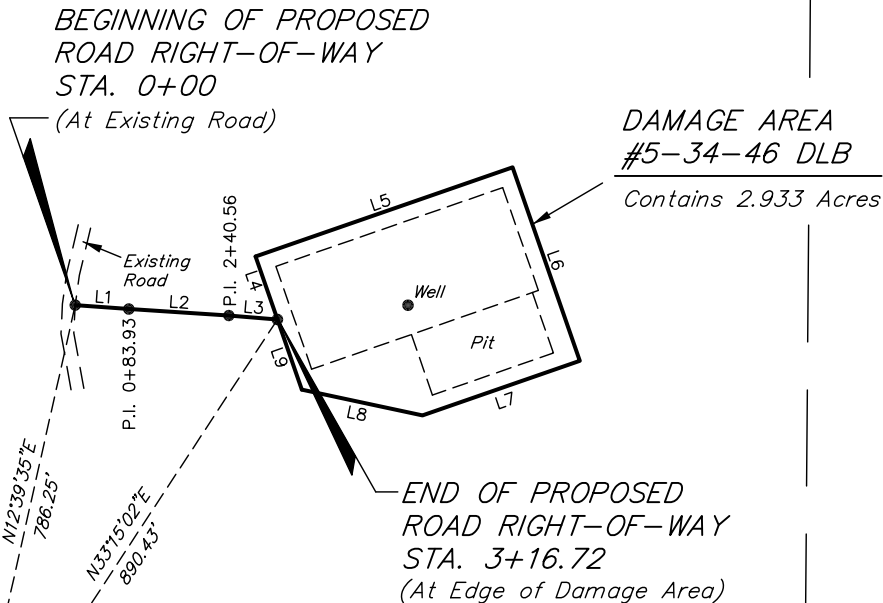
BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

▲ = SECTION CORNERS LOCATED.

RIGHT-OF-WAY LENGTHS

PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH DWL LANDS	316.72	0.218	19.20



State of Utah
DWL Lands

Sec. 34

SE 1/4

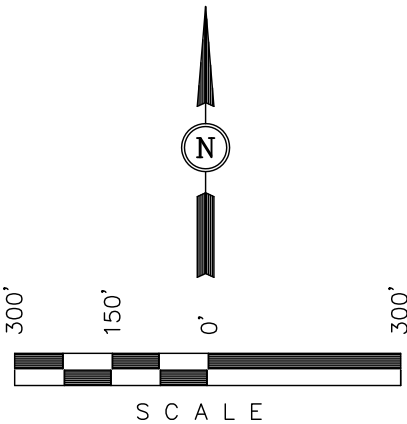
SW 1/4

NW 1/4

NE 1/4

BILL BARRETT CORPORATION
PIPELINE RIGHT-OF-WAY ON
STATE OF UTAH DWL LANDS

(For #5-34-46 DLB)
LOCATED IN
SECTION 34, T4S, R6W, U.S.B.&M.
DUCHESNE COUNTY, UTAH



PIPELINE RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 30' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N34°35'04"E 874.99' FROM THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE N87°08'54"W 88.06'; THENCE N85°36'52"W 160.76'; THENCE N85°54'15"W 112.36' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 34 WHICH BEARS N10°22'12"E 757.44' FROM THE WEST 1/4 CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.249 ACRES MORE OR LESS.

RIGHT-OF-WAY LENGTHS

PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH DWL LANDS	361.18	0.249	21.89

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°08'54"W	88.06'
L2	N85°36'52"W	160.76'
L3	N85°54'15"W	112.36'

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

Revised: 02-09-10 K.G.

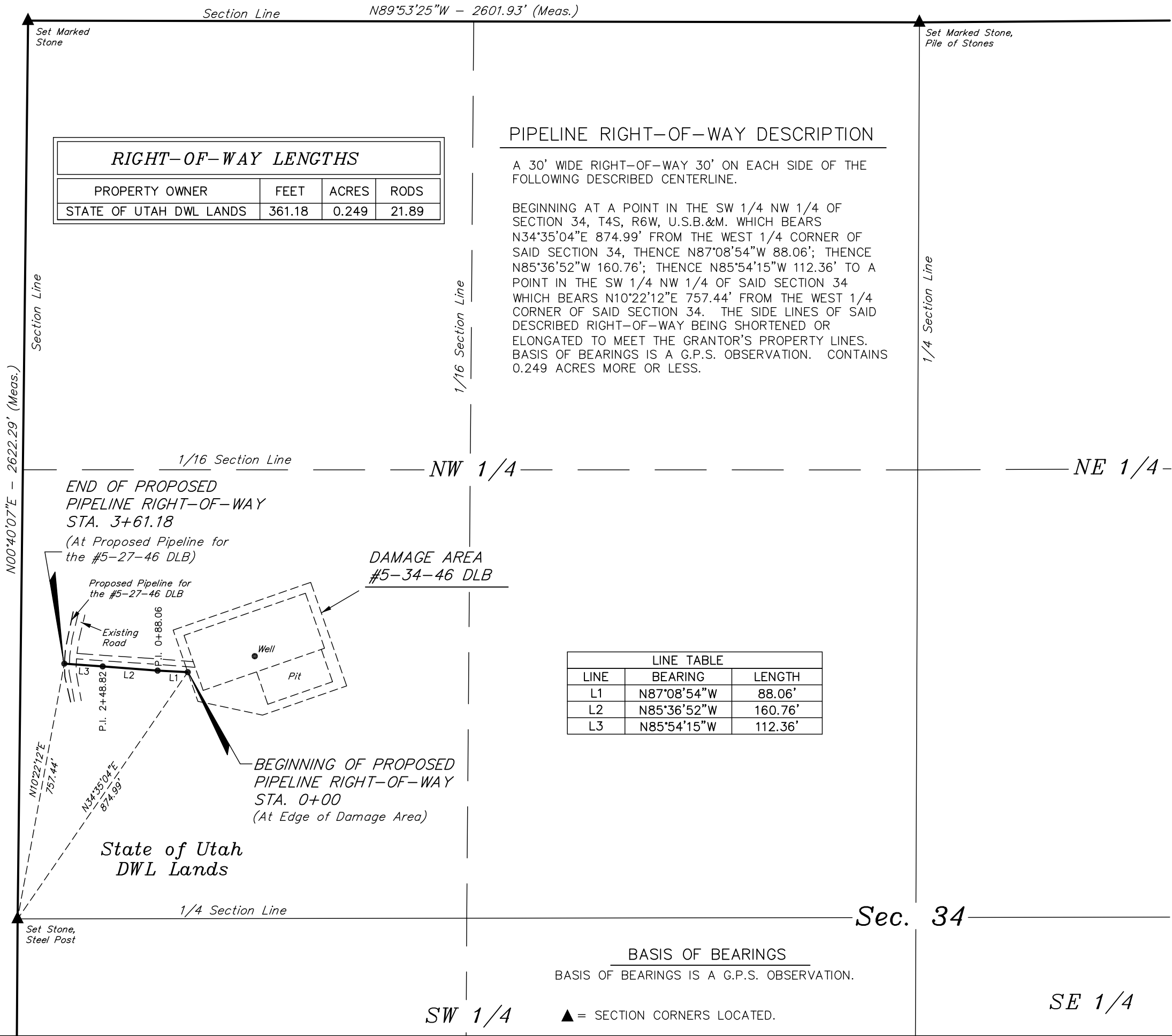
UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH - 200 EAST • (435) 789-1017
VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 05-14-07
PARTY D.R. R.R. P.M.	REFERENCES G.L.O. PLAT
WEATHER WARM	FILE 4 8 3 7 5

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

▲ = SECTION CORNERS LOCATED.

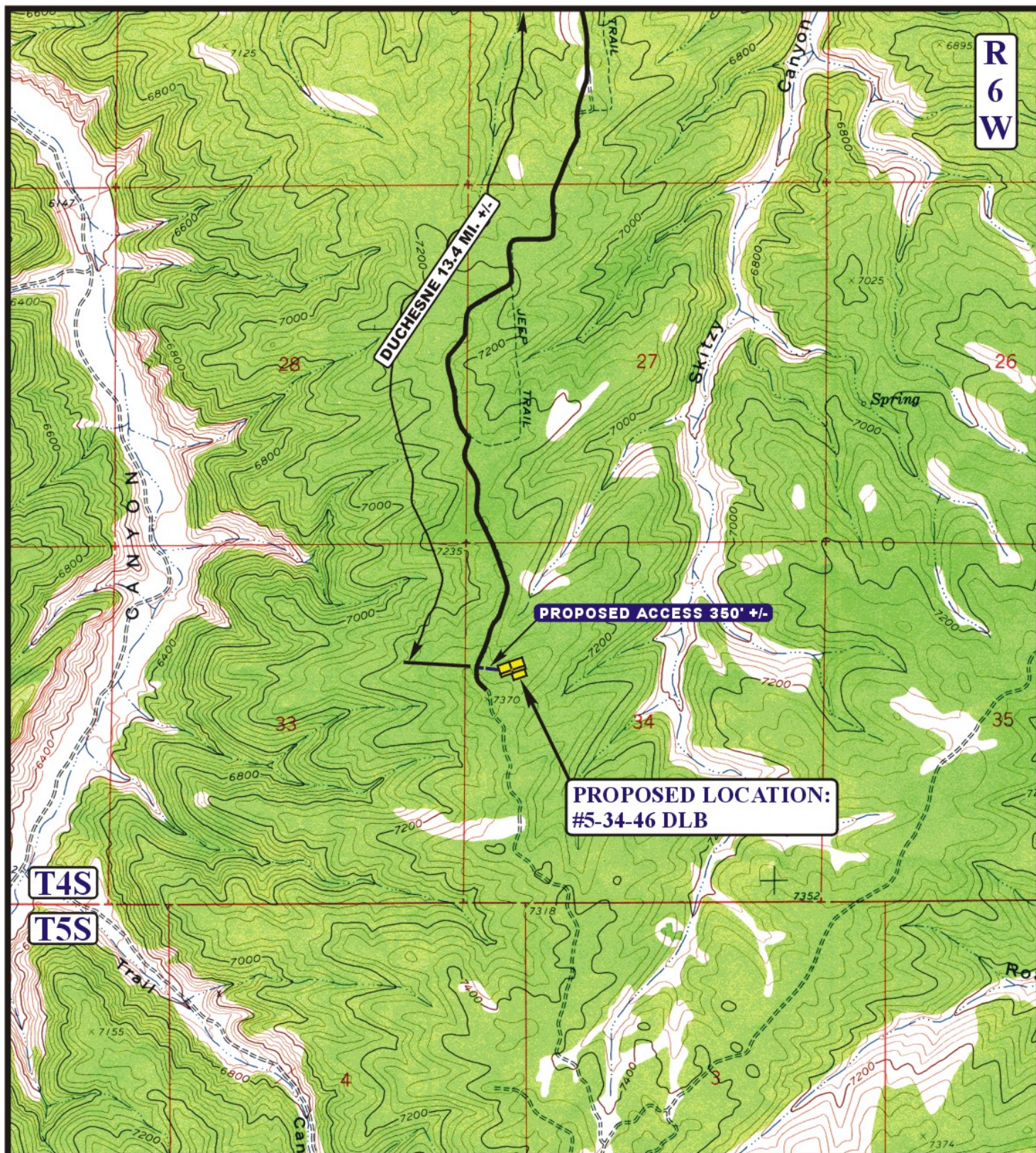


'APIWellNo:43013504150000'



10	06	06
MONTH	DAY	YEAR





LEGEND:

- PROPOSED ACCESS ROAD
- EXISTING 2-TRACK NEEDS UPGRADED



BILL BARRETT CORPORATION

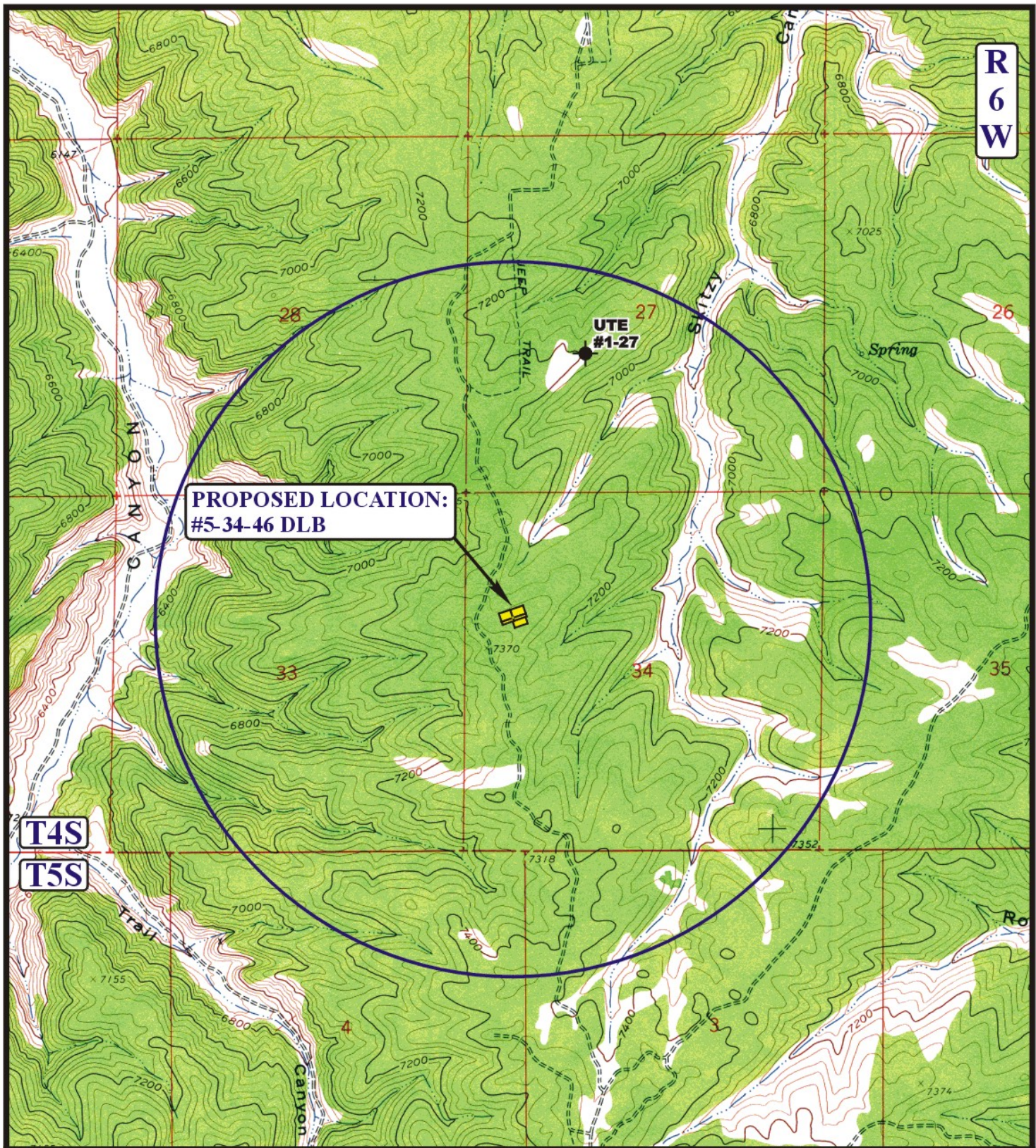
#5-34-46 DLB
SECTION 34, T4S, R6W, U.S.B.&M.
1854' FNL 683' FWL



Utah Engineering & Land Surveying
 85 South 200 East Vernal, Utah 84078
 (435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP **10 06 06**
 MONTH DAY YEAR
 SCALE: 1" = 2000' DRAWN BY: L.K. REV: J.H. 02-11-10





LEGEND:

- | | |
|-------------------|-------------------------|
| ⊗ DISPOSAL WELLS | ⊗ WATER WELLS |
| ● PRODUCING WELLS | ● ABANDONED WELLS |
| ● SHUT IN WELLS | ● TEMPORARILY ABANDONED |



BILL BARRETT CORPORATION

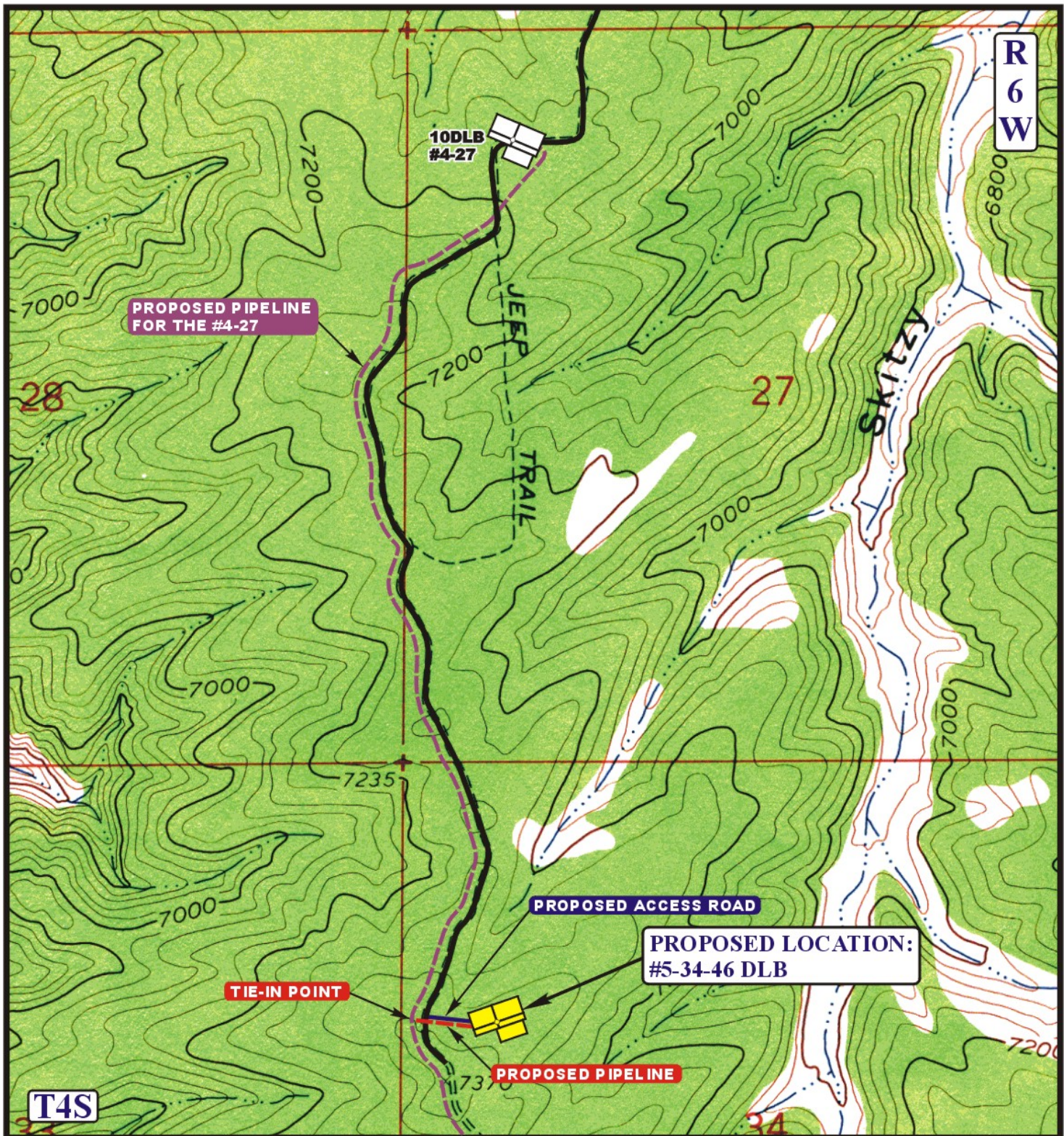
#5-34-46 DLB
SECTION 34, T4S, R6W, U.S.B.&M.
1854' FNL 683' FWL



Utah Engineering & Land Surveying
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TOPOGRAPHIC MAP **10 06 06**
 MONTH DAY YEAR
 SCALE: 1" = 2000' DRAWN BY: L.K. REV: J.H. 02-11-10





APPROXIMATE TOTAL PIPELINE DISTANCE = 388' +/-

LEGEND:

- PROPOSED ACCESS ROAD
- EXISTING PIPELINE
- - - - - PROPOSED PIPELINE
- - - - - PROPOSED PIPELINE (SERVICING OTHER WELLS)



Uintah Engineering & Land Surveying
 85 South 200 East Vernal, Utah 84078
 (435) 789-1017 * FAX (435) 789-1813



BILL BARRETT CORPORATION

#5-34-46 DLB
SECTION 34, T4S, R6W, U.S.B.&M.
1854' FNL 683' FWL

TOPOGRAPHIC
MAP

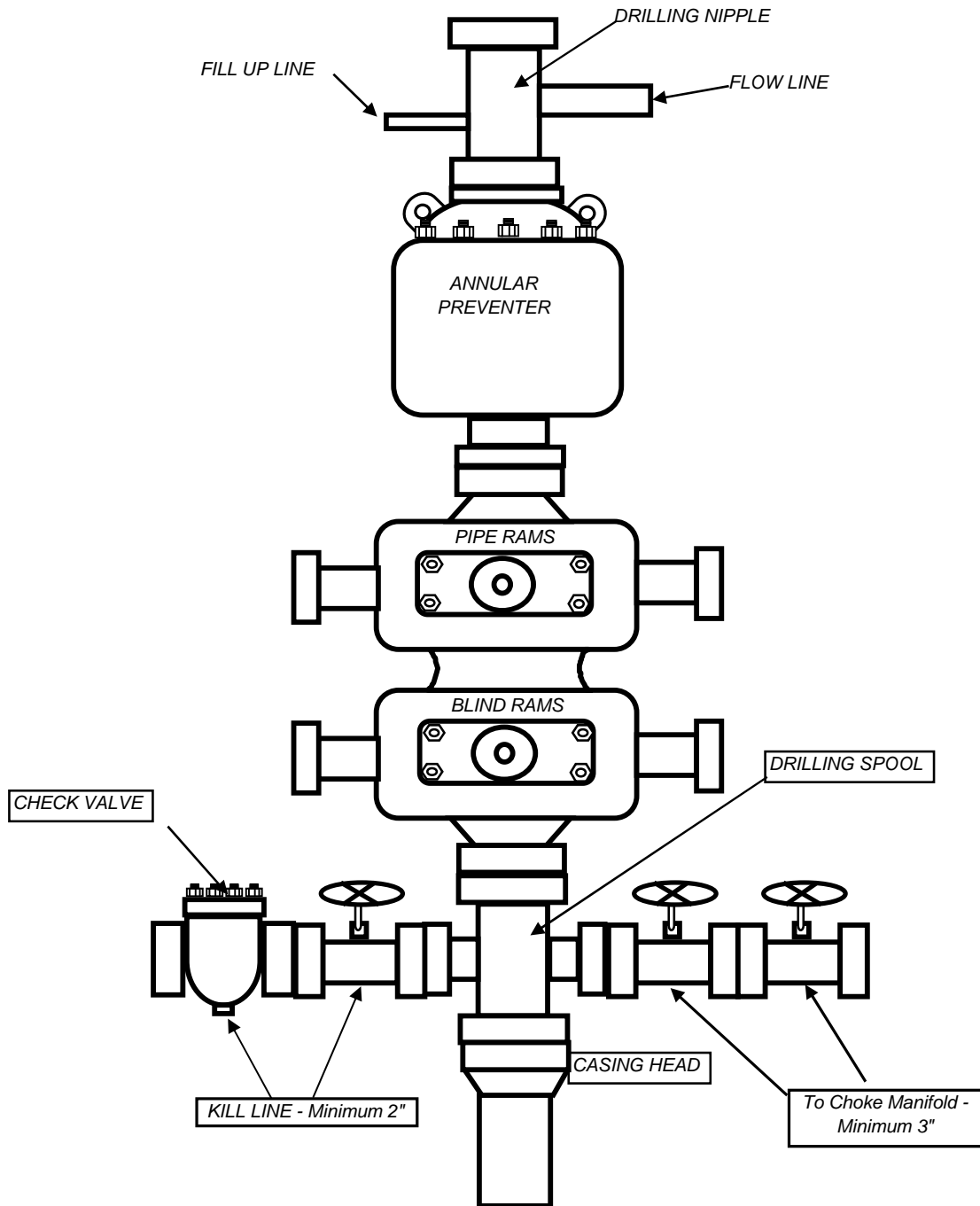
10 06 06
 MONTH DAY YEAR

SCALE: 1" = 1000' DRAWN BY: L.K. REV: J.H. 02-11-10



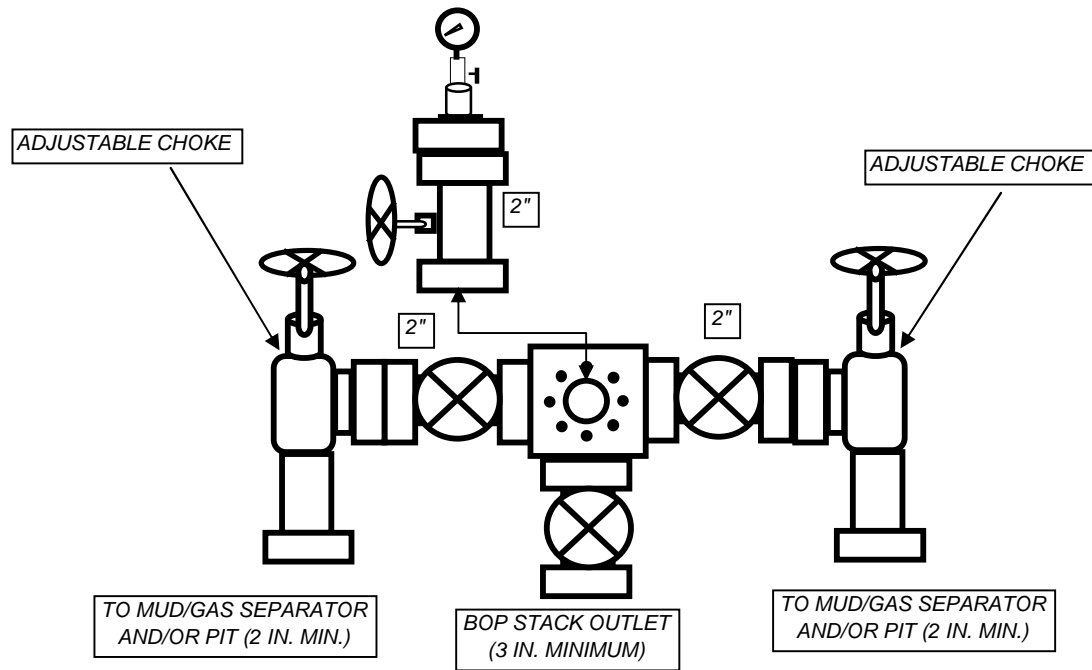
BILL BARRETT CORPORATION

TYPICAL 3,000 p.s.i. BLOWOUT PREVENTER



BILL BARRETT CORPORATION

TYPICAL 3,000 p.s.i. CHOKE MANIFOLD



SURFACE USE PLAN

BILL BARRETT CORPORATION

5-34-46 DLB Well Pad

SWNW, 1854' FNL & 683' FWL, Section 34, T4S, R6W, SLB&M
Duchesne County, Utah

Surface ownership is Utah Division of Wildlife Resources (UDWR). BBC will adhere to the surface use conditions set forth in the approved UDWR easement.

The excavation contractor would be provided with an approved copy of the surface use plan of operations before initiating construction.

1. **Existing Roads:**

- a. The proposed well site is located approximately 13.4 miles southwest of Duchesne, Utah. Maps and directions reflecting the route to the proposed well site are included (see Topographic maps A and B).
- b. The existing Bill Barrett Corporation maintained Skitzzy Road would be utilized for access to the proposed well with no improvements anticipated.
- c. Project roads would require routine year-round maintenance to provide year-round access. Maintenance would include inspections, reduction of ruts and holes, maintenance to keep water off the road, replacement of surfacing materials, and clearing of sediment blocking ditches and culverts. Should snow removal become necessary, roads would be cleared with a motor grader and snow would be stored along the down gradient side to prohibit runoff onto the road. Aggregate would be used as necessary to maintain a solid running surface and minimize dust generation.
- d. Vehicle operators would obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Travel would be limited to the existing access roads and proposed access road.
- e. The use of roads under State and Duchesne County Road Department maintenance are necessary to access the project area with no improvements proposed.
- f. All existing roads would be maintained and kept in good repair during all phases of operation.

2. Planned Access Road:

- a. Approximately 350 feet of new access road is proposed entering the west side of the pad area (see Topographic Map B).
- b. A UDWR right of way (ROW) is approved and enclosed (ROW Serial No. DUC-1002EA-122) for the well site and access road (total ROW acreage = 3.15 ac). The road would be constructed to a 30-foot ROW width with an 18-foot travel surface.
- c. New road construction and improvements of existing roads would typically require the use of motor graders, crawler tractors, 10-yard end dump trucks, and water trucks. The standard methodology for building new roads involves the use of a crawler tractor or track hoe to windrow the vegetation to one side of the road corridor, remove topsoil to the opposing side of the corridor, and rough-in the roadway. This is followed by a grader or bulldozer to establish barrow ditches and crown the road surface. Where culverts are required, a track hoe or backhoe would trench the road and install the culverts. Some hand labor would be required when installing and armoring culverts. Road base or gravel in some instances would be necessary and would be hauled in and a grader used to smooth the running surface.
- d. The proposed road would be constructed to facilitate drainage, control erosion and minimize visual impacts by following natural contours where practical. No unnecessary side-casting of material would occur on steep slopes.
- e. A maximum grade of 10% would be maintained throughout the project with minimum cuts and fills, as necessary, to access the well.
- f. Excess rock from construction of the pad may be used for surfacing of the access road if necessary. Any additional aggregate necessary would be obtained from private or State of Utah lands in conformance with applicable regulations. Aggregate would be of sufficient size, type, and amount to allow all weather access and alleviate dust.
- g. Where topsoil removal is necessary, it would be windrowed (i.e. stockpiled/accumulated along the edge of the ROW and in a low row/pile parallel with the ROW) and re-spread over the disturbed area after construction and backfilling are completed. Vegetation removed from the disturbed area would also be re-spread to provide protection, nutrient recycling, and a seed source for reclamation.
- h. Turnouts are not proposed because the access road is short and adequate site distance exists in all directions.

- i. No culverts or low-water crossings are anticipated. Adequate drainage structures, where necessary, would be incorporated into the remainder of the road to prevent soil erosion and accommodate all-weather traffic.
- j. No gates or cattle guards are anticipated at this time.
- k. Surface disturbance and vehicular travel would be limited to the approved location access road. Adequate signs would be posted, as necessary, to warn the public of project related traffic.
- l. All access roads and surface disturbing activities would conform to the appropriate standard, **no higher than necessary**, to accommodate their intended function and as per the approved UDWR easement.
- m. The operator would be responsible for all maintenance needs of the new access road.

3. Location of Existing Wells (see One-Mile Radius Map):

- a. Following is a list of wells with surface hole locations within a one-mile radius of the proposed pad:

i. water wells	none
ii. injection wells	none
iii. disposal wells	none
iv. drilling wells	none
v. temp shut-in wells	none
vi. producing wells	three
vii. abandoned wells	two

4. Location of Production Facilities

- a. Surface facilities would consist of a wellhead, separator, gas meter, (1) 500 gal methanol tank, (1) 500 glycol tank, (2) 500 bbl oil tanks, (1) 500 bbl water tank, (1) 500 bbl test tank, (1) 1000 gal propane tank, a pumping unit with natural gas fired motor, solar panels, solar chemical and methanol pumps and one trace pump.
- b. Most wells would be fitted with a pump jack to assist liquid production if liquid volumes and/or low formation pressures require it. Plunger lift systems do not require any outside source of energy. The prime mover for pump jacks would be small (75 horsepower or less), natural gas-fired internal combustion engines.

- c. The tank battery would be surrounded by a secondary containment berm of sufficient capacity to contain 1.1 times the entire capacity of the largest single tank and sufficient freeboard to contain precipitation. All loading lines and valves would be placed inside the berm surrounding the tank battery or would utilize catchment basins to contain spills. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the measurement of oil.
- d. Gas meter run(s) would be constructed and located on lease within 500 feet of the wellheads. Meter runs would be housed and/or fenced. As practicably feasible, meters would be equipped with remote telemetry monitoring systems. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.
- e. A combustor may be installed at this location for control of associated condensate tank emissions. A combustor ranges from 24 inches to 48 inches wide and is approximately 27 ft tall. Combustor placement would be on existing disturbance.
- f. Approximately 388 feet of pipeline corridor containing a single steel pipeline up to 10 inch in diameter is proposed and would connect to the existing pipeline operated by Lake Canyon Gathering and Transportation, LLC (see Topographic Map D).
- g. The new segment of gas pipeline would be buried within the 30 foot approved UDWR pipeline ROW (0.25 acres).
- h. Construction of the ROW would temporarily utilize the 30 foot disturbed width for the road for a total disturbed width of 60 foot for the road and pipeline corridors. The use of the proposed well site and access roads would facilitate the staging of the pipeline construction.
- i. Pipeline construction methods and practices would be planned and conducted by BBC with the objective of enhancing reclamation and fostering the re-establishment of the native plant community.
- j. All permanent above-ground structures would be painted a flat, non-reflective color, such as Yuma Green, to match the standard environmental colors. All facilities would be painted the designated color at the time of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.
- k. Site security guidelines identified in 43 CFR 3162.7-5 and Onshore Oil and Gas Order No. 3 would be adhered to. Any modifications to proposed facilities would be reflected in the site security diagram submitted.

- I. The site would require periodic maintenance to ensure that drainages are kept open and free of debris, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

5. Location and Type of Water Supply:

- a. No water supply pipelines would be laid for this well.
- b. Water for the drilling and completion would be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W, USB&M.
- c. No new water well is proposed with this application.
- d. Should additional water sources be pursued they would be properly permitted through the State of Utah – Division of Water Rights.
- e. Water use would vary in accordance with the formations to be drilled but would be up to approximately 3.64 acre feet for drilling and completion operations.

6. Source of Construction Material:

- a. The use of materials would conform to 43 CFR 3610.2-3.
- b. No construction materials would be removed from the lease or EDA area.
- c. If any additional gravel is required, it would be obtained from a local supplier having a permitted source of materials within the general area.

7. Methods of Handling Waste Disposal:

- a. All wastes associated with this application would be contained and disposed of utilizing approved facilities.
- b. The reserve pit would be constructed so as not to leak, break or allow any discharge.
- c. The reserve pit would be lined with 12 mil (minimum) thickness polyethylene nylon reinforced liner material. The liner(s) would overlay straw, dirt and/or bentonite if rock is encountered during excavation. The liner would overlap the pit walls and be covered with dirt and/or rocks to hold them in place. No trash, scrap pipe, or other materials that could puncture the liner would be discarded in the pit. A minimum of two feet of free board would be maintained between the maximum fluid level and the top of the reserve pit at all times.
- d. To deter livestock from entering the pit, the three sides exterior to the location would be fenced before drilling starts. Following the conclusion of drilling and completion activities, the fourth side would also be fenced.

- e. Drill cuttings would be contained in the pit and buried on-site for a period not to exceed six months, weather permitting.
- f. Produced fluids from the well other than water would be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated would be transferred to a permanent production tank. Produced water may be used in further drilling and completion activities, evaporated in the pit, or would be hauled to one of the state-approved disposal facilities below:
 - 1. RNI Industries, Inc. – Pleasant Valley Disposal Pits
Sec. 25, 26, 35 & 36, T4S-R3W
 - 2. Pro Water LLC – Blue Bench 13-1 Disposal Well (43-013-30971)
NENE, Sec. 13, T3S-R5W
 - 3. RN Industries, Inc. – Bluebell Disposal Ponds
Sec. 2, 4 & 9, T2S-R2W
 - 4. Water Disposal, Inc. – Harmston 1-32-A1 Disposal Well (43-013-30224), UTR #00707, Sec. 32, T1S-R1W
- g. Any salts and/or chemicals, which are an integral part of the drilling system, would be disposed of in the same manner as the drilling fluid.
- h. Any spills of oil, condensate, produced or frac water, drilling fluids, or other potentially deleterious substances would be recovered and either returned to its origin or disposed of at an approved disposal site, most likely in Duchesne, Utah.
- i. Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, BBC could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO₂ gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.

- j. Portable toilets and trash containers would be located onsite during drilling and completion operations. A commercial supplier would install and maintain portable toilets and equipment and would be responsible for removing sanitary waste. Sanitary waste facilities (i.e. toilet holding tanks) would be regularly pumped and their contents disposed of at approved sewage disposal facilities in Duchesne, and/or Uintah Counties, in accordance with applicable rules and regulations regarding sewage treatment and disposal. Accumulated trash and nonflammable waste materials would be hauled to an approved landfill once a week or as often as necessary. All debris and waste materials not contained in the trash containers would be cleaned up, removed from the construction ROW, well pad, or worker housing location, and disposed of at an approved landfill. Trash would be cleaned up everyday.
- k. Sanitary waste equipment and trash bins would be removed from the Project Area upon completion of access road or pipeline construction; following drilling and completion operations at an individual well pad; when worker housing is no longer needed; or as required.
- l. A flare pit may be constructed a minimum of 110' from the wellhead(s) and may be used during completion work. In the event a flare pit proves to be unworkable, a temporary flare stack or open top tank would be installed. BBC would flow back as much fluid and gas as possible into pressurized vessels, separating the fluids from the gas. In some instances, due to the completion fluids utilized within the Project Area, it is not feasible to direct the flow stream from the wellbore through pressurized vessels. In such instances BBC proposes to direct the flow to the open top tanks until flow through the pressurized vessels is feasible. At which point the fluid would either be returned to the reserve pit or placed into a tank(s). The gas would be directed to the flare pit, flare stack (each with a constant source of ignition), or may be directed into the sales pipeline.
- m. Hydrocarbons would be removed from the reserve pit would as soon as practical. In the event immediate removal is not practical, the reserve pit would be flagged overhead or covered with wire or plastic mesh to protect migrating birds.

8. Ancillary Facilities:

- a. Garbage containers and portable toilets would be located on the well pad.
- b. On well pads where active drilling and completion is occurring, temporary housing would be provided on location for the well pad supervisor, geologist, tool pusher, and others that are required to be on location at all times. The well pad could include up to five single wide mobile homes or fifth wheel campers/trailers.

9. Well Site Layout:

- a. The well would be properly identified in accordance with 43 CFR 3162.6.
- b. The pad layout, cross section diagrams and rig layout are enclosed (see Figures 1 and 2).
- c. The pad and road designs are consistent with UDWR specifications.
- d. The pad has been staked at its maximum size of 375 feet x 270 feet with an inboard reserve pit size of 100 feet x 200 feet x 8 feet deep.
- e. Within the approved well pad location, a crawler tractor would strip whatever topsoil is present and stockpile it along the edge of the well pad for use during reclamation. Vegetation would be distributed along the sides of the well pad.
- f. Fill from pit excavation would be stockpiled along the edge of the pit and the adjacent edge of the well pad.
- g. Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by BBC as necessary and appropriate to minimize erosion and surface runoff during well pad construction and operation. Cut and fill slopes would be constructed such that stability would be maintained for the life of the activity.
- h. All cut and fill slopes would be such that stability can be maintained for the life of the activity.
- i. Diversion ditches would be constructed, if necessary, around the well site to prevent surface waters from entering the well site area.
- j. Water application may be implemented if necessary to minimize the amount of fugitive dust.
- k. All surface disturbing activities would be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

10. Plan for Restoration of the Surface:

- a. Site reclamation would be accomplished for portions of the well pad not required for the continued operation of the well on this pad within six months of completion, weather permitting.
- b. The operator would control noxious weeds along access road use authorizations and well site by spraying or mechanical removal, according to the Utah Noxious Weed Act and as set forth in the approved UDWR Easement, section 6.3.
- c. Rat and mouse holes would be filled and compacted from bottom to top immediately upon release of the drilling rig from location.
- d. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1. The reserve pit would be allowed to dry prior to the commencement of backfilling work. No attempts would be made to backfill the reserve pit until it is free of standing water. Once dry, the liner would be torn and perforated before backfilling.
- e. The reserve pit and that portion of the location not needed for production facilities/operations would be recontoured to the approximate natural contours. Areas not used for production purposes would be backfilled and blended into the surrounding terrain, reseeded and erosion control measures installed. Mulching, erosion control measures and fertilization may be required to achieve acceptable stabilization. Back slopes and fore slopes would be reduced as practical and scarified with the contour. The reserved topsoil would be evenly distributed over the slopes and scarified along the contour. Slopes would be seeded with a seed mix as prescribed by the UDWR.
- f. Topsoil salvaged from the drill site and stored for more than one year would be placed at the location indicated on the well site layout drawing and graded to a depth optimum to maintain topsoil viability, seeded with the UDWR prescribed seed mixture and covered with mulch for protection from wind and water erosion and to discourage the invasion of weeds.

11. Surface and Mineral Ownership:

- a. Surface ownership – Utah Division of Wildlife Resources – 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301; 801-538-4744. Surface use remains in place through UDWR Right-of-Way DUC-1002EA-122.
- b. Mineral ownership – Ute Indian Tribe - 988 South 7500 East; Ft. Duchesne, Utah 84026; 435-725-4982.

12. Other Information:

- a. Montgomery Archaeological Consultants has conducted a Class III archeological survey. A copy of the report has been submitted under separate cover to the appropriate agencies by Montgomery as MOAC Report No. 06-440, dated 12-6-2006.
- b. BBC would require that their personnel, contractors, and subcontractors to comply with Federal regulations intended to protect archeological and cultural resources.
- c. Project personnel and contractors would be educated on and subject to the following requirements:
 - No dogs or firearms within the Project Area.
 - No littering within the Project Area.
 - Smoking within the Project Area would only be allowed in off-operator active locations or in specifically designated smoking areas. All cigarette butts would be placed in appropriate containers and not thrown on the ground or out windows of vehicles; personnel and contractors would abide by all fire restriction orders.
 - Campfires or uncontained fires of any kind would be prohibited.
 - Portable generators used in the Project Area would have spark arrestors.

OPERATOR CERTIFICATION

Certification:

I hereby certify that I, or someone under my direction supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein would be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under Bill Barrett Corporations federal nationwide bond. These statements are subject to the provisions of 18 U.S.C. 1001 for the filings of false statements.

Executed this	<u>5th</u> day of <u>August</u> 2010
Name:	Tracey Fallang
Position Title:	Regulatory Manager
Address:	1099 18 th Street, Suite 2300, Denver, CO 80202
Telephone:	303-312-8134
E-mail:	tfallang@billbarrettcorp.com
Field Representative	Kary Eldredge / Bill Barrett Corporation
Address:	1820 W. Highway 40, Roosevelt, UT 84066
Telephone:	435-725-3515 (office); 435-724-6789 (mobile)
E-mail:	keldredge@billbarrettcorp.com



Tracey Fallang, Regulatory Manager

**CULTURAL RESOURCE INVENTORY OF
BILL BARRETT CORPORATION'S PROPOSED
SEVEN LAKE CANYON WELL LOCATIONS
IN DUCHESNE COUNTY, UTAH**

By:

Jacki A. Montgomery

Prepared For:

**Ute Indian Tribe
Uintah and Ouray Agency
and
Division of Wildlife Resources
Salt Lake City**

Prepared Under Contract With:

**Bill Barrett Corporation
1099 18th Street, Suite 2300
Denver, CO 80202**

Prepared By:

**Montgomery Archaeological Consultants, Inc.
P.O. Box 219
Moab, Utah 84532**

MOAC Report No. 06-440

December 6, 2006

**United States Department of Interior (FLPMA)
Permit No. 06-UT-60122**

**State of Utah Antiquities Project (Survey)
Permit No. U-06-MQ-1655i,p,s**

**EASEMENT LEASE AGREEMENT
BILL BARRETT CORPORATION
FOR WELLSITES #5-34-46 DLB, #14-34-46 DLB, #16-33-46 DLB
and their Supporting Roads and Pipelines
SKITZY UNIT OF INDIAN CANYON WILDLIFE MANAGEMENT AREA**

UDWR Easement Lease No. DUC-1002EA-122

THIS NON-EXCLUSIVE EASEMENT LEASE AGREEMENT ("Agreement") is made by and between the Utah Division of Wildlife Resources whose address is 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 (hereafter "Surface Owner") and Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202 (hereafter "BBC"). Surface Owner and BBC are collectively referred to as "the Parties". "Easement Lease" means the lease of an easement or right-of-way, for which the purpose, specific use, rights granted, location, term, fees, and other conditions are set forth herein.

EXHIBITS

A.1	Legal Descriptions of Wellsite, Access Road and Pipeline Centerlines for Wellsite #5-34-46 DLB
A.2	Depiction of #5-34-46 DLB Wellsite and Access Road
A.3	Depiction of Pipeline for #5-34-46 DLB Wellsite
B.1	Legal Descriptions of Wellsite, Access Road and Pipeline Centerlines for Wellsite #14-34-46 DLB
B.2	Depiction of #14-34-46 DLB Wellsite and Access Road
B.3	Depiction of Pipeline for #14-34-46 DLB Wellsite
C.1	Legal Descriptions of Wellsite, Access Road and Pipeline Centerlines for Wellsite #16-33-46 DLB
C.2	Depiction of #16-33-46 DLB Wellsite and Access Road
C.3	Depiction of Pipeline for #16-33-46 DLB Wellsite
D	Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development Project Area Duchesne County, Utah
E	Reclamation Bond Number LPM9002033
F	Cooperative Agreement, Mitigation Related to Oil and Gas Field Development on the Indian Canyon Wildlife Management Area

SECTION 1 GRANT AND LOCATION OF EASEMENT

- 1.1 Burdened Property.** Surface Owner owns certain real property known to Surface Owner as the Indian Canyon Wildlife Management Area ("WMA"). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to BBC a nonexclusive easement lease ("Easement") for three wellsites ("Wellsites" or "Damage Areas") and pipelines and access roads associated with those wellsites. The legal descriptions of the road and pipeline centerlines, and of the wellsites, whichever the case may be, of the portions of the WMA to which BBC is hereby granted an Easement are set forth in Exhibits A.1, B.1, and C.1, said property hereafter referred to as "Burdened Property" and approximately depicted in Exhibits A.2, A.3, B.2, B.3, C.2 and C.3. BBC shall have a 50-foot wide easement, 25 feet on either side of the pipeline centerlines described respectively in Exhibits A.1, B.1, and C.1 during the construction of the respective pipelines, thereafter to be reduced to a 30-foot width, 15 feet

on either side of the respective centerlines. Access roads shall be of a width of 30 feet, 15 feet on either side of the centerline described in Exhibit A.1, B.1, and C.1.

- 1.2 **Right of Third Parties.** This Easement is subject to all valid interests of third parties. Surface Owner claims title in fee simple, but does not warrant to BBC the validity of title to the Burdened Property. BBC shall have no claim for damages or refund against Surface Owner for any claimed failure or deficiency of Surface Owner's title to said lands, or for interference by any third party.
- 1.3 **Surveys, Maps, and Plans.** In executing this Agreement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by BBC. BBC is not relying upon, and Surface Owner is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.
- 1.4 **Headings.** The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

SECTION 2 PURPOSE AND SCOPE OF EASEMENT

- 2.1 **Purpose.** This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines and access roads, subject to and in accordance with the restrictions and conditions set forth herein, in support of BBC's oil and gas operations on the Burdened Property, and for no other purpose. BBC agrees that it shall not remove from Surface Owner's property ordinary sand and gravel or wood products of any kind without the appropriate permit or other written authorization from Surface Owner. Any unauthorized use of the Burdened Property shall be considered a material breach of this Agreement.
- 2.2 **Number and Kind of Infrastructure.** Under this Agreement, BBC shall have the right to construct, maintain and repair three (3) buried pipelines, not to exceed Twenty-Five (25) inches in diameter, per Wellsite, in the pipeline easement corridors described in Exhibit A.1, B.1, and C.1.

No other difference in the number, kind, or size of permanent structures to be constructed on the Burdened Property shall be allowed from that set forth in this Agreement, except production facilities, storage tanks, and such equipment deemed necessary by BBC for the production of the wells located on the Burdened Property, said production facilities, storage tanks, and such equipment to be located on the Damage Areas. Paving of any road is expressly prohibited.

- 2.3 **Exclusivity.** It is expressly understood and agreed that the right herein granted is non-exclusive. Surface Owner hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Burdened Property where such uses are appropriate and compatible; or dispose of the property by sale or exchange.
- 2.4 **Permittees.** BBC may permit its respective employees, agents, contractors, licensees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of BBC.
- 2.5 **Seasonal Restrictions.**

(a) BBC shall be allowed to engage in construction activities on the Burdened Property including and between the dates of ~~November 30~~ December 1 to April 15 ("Seasonal Closure"), subject to the Cooperative Agreement set forth in Exhibit F. BBC shall have the right to enter the Burdened Property during Seasonal Closure for service, maintenance and repair of its production facilities and the wells to the extent that such service, maintenance and repair could not have reasonably been anticipated or could not reasonably be scheduled for dates outside Seasonal Closure.

(b) BBC shall have the right to enter the Burdened Property at any time for emergency activities to prevent environmental damage. BBC shall notify Surface Owner of such emergency activities in accordance with Section 5 of this Agreement.

(c) The Parties agree that, except for emergency activities described in Subsection 2.5(b), should activities for major construction or major maintenance or repair projects during Seasonal Closure be desired by BBC, the Parties shall consult in good faith to determine how such activities might be accomplished without undue harm to wildlife.

(d) The Parties agree that should extraordinary circumstances arise, including extraordinarily inclemental weather, during Seasonal Closure wherein activities permitted under this Agreement would result in significant harm or stress to or for wildlife, the Parties shall consult in good faith to determine how that significant harm or stress might be avoided.

(e) The Parties agree that should information pertaining to wildlife or vegetation become known to either one or both the Parties, and which would be useful in preventing harm to wildlife or vegetation, the Parties shall consult in good faith to determine how activities allowed under this Agreement might be modified, to the extent the Parties might agree at that time.

(f) As described in Section 5 of this Agreement, BBC shall notify Surface Owner of BBC's activities in some circumstances.

SECTION 3 TERM AND RENEWAL

3.1 Term Defined. The term of this Easement is thirty (30) years ("Term"), commencing on the date of the last signature affixed to this Agreement, unless earlier terminated, subject to the terms and conditions set forth in this Agreement, and any valid and exiting rights.

3.2 Renewal of the Easement. BBC shall have the option to renew this Easement and BBC may exercise this option by providing written notice of its election to renew at any time within six (6) months but not later than (30) days prior to the Termination Date of the Initial Term of this Easement. BBC shall not be entitled to renew if it is in default under the terms of this Easement or other agreement with Surface Owner at the time the option to renew is exercised. The terms and conditions of any renewal Term shall be re-negotiated under the conditions, rules and laws in effect at the time of renewal. The Parties shall have sixty (60) days to come to agreement on the conditions and value of the easement after Surface Owner's receipt of BBC's notice of intent to renew. After the aforementioned six-month period, BBC's option to renew shall be null and void and the Easement shall terminate at the conclusion of this Agreement's Term.

SECTION 4 RENT/ PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments hereunder should the Easement outlined under this Agreement terminate before its Term has lapsed.

4.1 Rental Payment. BBC shall pay a single use payment for the initial Term in the amount

Cost Recovery). Payment is due when BBC returns this Agreement to Surface Owner appropriately signed and notarized. Surface Owner shall be entitled to additional compensation for any additional Use or User outside the scope of this Easement. Use or User shall not be construed to include affiliates or joint venturers of BBC so long as the Use or User remains within the scope of this Easement. For purposes of this Agreement,

(a) "affiliate" means any entity under common control with BBC, or under control of BBC. Control for purposes of this Agreement means 80% or more of the voting interests of the entity being held by the controlling entity.

(b) "joint venturer" means a party to an operating agreement, including pooled parties pursuant to state regulations, with respect to a wellsite or pipeline located on the Burdened Property.

- 4.2 **Administrative Costs.** In approving a request to apportion, assign, or transfer an interest in this Easement, Surface Owner shall be entitled to charge for administrative costs for approving the transfer.
- 4.3 **Non-Waiver.** Surface Owner's acceptance of a payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

SECTION 5 NOTIFICATION OF ACTIVITIES

- 5.1 All notifications shall reference the Easement number and the location of BBC's activity. Notification of activities covered under this Section shall be deemed sufficient if made solely to Surface Owner's Northeastern Region Habitat Manager or Petroleum Biologist. The respective time periods required between notification and commencement of activities covered under this Section may be waived in writing, which may include email, by Surface Owner's Northeastern Region Supervisor, Habitat Manager or Petroleum Biologist.
- 5.2 **BBC shall notify Surface Owner:**
- (a) at least Twenty-Four (24) hours prior to any major repair contemplated in Subsection 2.5(a) of BBC's facilities during Seasonal Closure, if such repair requires the use of heavy equipment such as backhoes or other mechanized earth-moving equipment, heavy boom trucks, or cranes.
 - (b) within five (5) business days after the start of emergency activities during Seasonal Closure, said activities contemplated in Subsection 2.5(b).
- 5.3 Regardless of Seasonal Closure restrictions, BBC shall notify Surface Owner at least three (3) days prior to excavation of any previously reclaimed site, except in cases where such excavation takes place as a result of emergency activities contemplated in Subsection 2.5(b), in which case notification shall take place within five (5) days after the start of emergency activities.
- 5.4 Should future conditions be such that Surface Owner determines there is little wildlife-monitoring value facilitated by BBC's prior notification, the Parties may amend this Agreement and terminate the prior notification requirements of this Section, to the extent the Parties may mutually agree in writing at the time.

SECTION 6 CONSTRUCTION, MAINTENANCE AND REPAIR OF EASEMENT AND IMPROVEMENTS AND TRADE FIXTURES

- 6.1 **BBC's Activities.** BBC shall conduct its construction, maintenance and repair operations in accordance with the Surface Use Plan attached as Exhibit D; however, should any provisions of the Surface Use Plan conflict with any provision set forth in the body of this Agreement, the provision in the body of this Agreement shall govern. BBC shall promptly repair, at its sole cost, all damages to the Burdened Property, and to any improvements, or natural resources such as soil or vegetation resources, thereon which are caused by BBC's activities. BBC shall take all reasonable precautions to protect the Burdened Property and any improvements thereon. Any damage to natural resources which are excessive or unnecessary shall be paid to Surface Owner at a price or cost determined by bids or estimates of the cost of repair. All work performed by BBC shall be completed in a careful and workman-like manner to Surface Owner's satisfaction, free of any claims or liens. Upon completion of any work performed by BBC, BBC shall remove all debris and restore the Burdened Property, as nearly as practicable, to the condition it was in prior to commencement of the work. BBC shall notify Surface Owner in writing within five (5) days after completion of work, to allow Surface Owner to inspect the work.

- 6.2 Waste.** BBC shall commit no waste on the Burdened Property and will make reasonable efforts to keep the property clean. BBC shall not cause any filling activity on the Burdened Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Burdened Property, except as provided under this Agreement or approved in writing by Surface Owner. Ordinary waste committed by third parties on the Burdened Property shall be removed by BBC, at BBC's cost. If BBC fails to comply with this Subsection, Surface Owner may take any steps reasonably necessary to remedy such failure, subject to the notice and right to cure provisions of Section 11. Upon demand by Surface Owner, BBC shall pay all costs of such remedial action, including, but not limited to the costs of removing and disposing of any material deposited improperly on the Burdened Property. This section shall not in any way limit BBC liability under Section 9, below.
- 6.3 Weed Control.** BBC shall monitor the Burdened Property for noxious weeds, and shall promptly eradicate, at BBC's own cost, all noxious weeds on the Burdened Property. BBC shall also control at its own cost any infestation that has spread beyond the boundaries of the Burdened Property if such infestation is reasonably deemed by Surface Owner to have originated on, and spread from, the Burdened Property as evidenced by weed colonization on the Burdened Property and patterns of weed colonization local to the Burdened Property. Such weed control shall comply with the Utah Noxious Weed Act, any Administrative Rules promulgated therefrom, and County noxious weed control programs. BBC shall consult with Surface Owner regarding BBC's control of noxious weeds on the Burdened Property. All methods of chemical weed control shall require prior review and approval of Surface Owner prior to BBC implementing said chemical control. No aerial spraying without prior approval by Surface Owner is permitted. All earth-moving equipment shall be thoroughly cleaned of soil and other materials that may harbor noxious weed seeds prior to being moved onto Surface Owner's property. If BBC fails to take action to control noxious weeds within five (5) days following notice from Surface Owner, Surface Owner may undertake control measures, and BBC shall reimburse Surface Owner upon demand for all costs incurred in implementing such measures. BBC will continue to be responsible for noxious weed control on the Burdened Property after termination of the Easement until Surface Owner is satisfied with the results and has in written notification released BBC from its weed control obligations, which notification shall not be unreasonably withheld.
- 6.4 Installation Specifications.** Where improvements are buried, they shall be buried at a minimum depth of three (3) feet below the surface of the Burdened Property. For installations within roadways, the improvements shall be buried at a minimum depth of three (3) feet below the road surface or three (3) feet below the bottom of the ditch, whichever applies. Surface Owner reserves the right to inspect the open trench during construction to ensure compliance with the installation specifications.
- 6.5 Pre-construction.** Forty-Eight (48) hours prior to commencement of the activities associated with installation of the facilities within the Easement granted herein, BBC shall notify Surface Owner's Appropriate Regional Habitat Manager to advise of the activities that will occur and an estimated time frame for said activities as depicted on the relevant Exhibit describing said construction on the Burdened Property. Thirty (30) days prior to any subsequent construction or reconstruction by BBC on the Burdened Property, BBC shall submit a written plan of construction to Surface Owner's Appropriate Regional Habitat Manager outlining the construction or activity for Surface Owner's approval. During the course of construction operations, or maintenance, BBC shall minimize soil erosion and damage to soil. BBC will not remove any timber or other valuable materials, including, but not limited to, those materials identified or sold as valuable materials, from the Burdened Property until BBC has received the appropriate permits or other written approval from Surface Owner to remove such valuable materials and has made provisions to compensate Surface Owner for the value of the valuable materials.
- 6.6 Road Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in satisfactory and functional repair.

(a) BBC herein is responsible for maintaining any roads on Surface Owner's property used in conjunction with this Agreement; however, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective users of said roads. Where one or more authorized party(ies) uses a road, or portion thereof, those parties shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided Surface Owner reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

(b) During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(1) The appointment of a maintainer, which may be one of the Parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(2) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

- 6.7 Road Repair.** BBC shall repair or cause to be repaired at its sole cost and expense that damage to roads used under this Easement in excess of that caused by normal and prudent usage of said roads. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. BBC may add or replace gravel on road surfaces on the Burdened Property, but shall not pave any portion of the road without Surface Owner's written consent.
- 6.8 Road Restoration.** If BBC fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, BBC shall resurface that portion so affected at its sole cost and expense. Where the Easement crosses existing roads, BBC shall restore roads as near as practicable to their original condition, if any damage occurs to those roads during BBC's use of this Easement.
- 6.9 Road Improvements.** Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.
- 6.10 Road Relocation.** Surface Owner may request the relocation of a road in order to protect wildlife, soil, or vegetation resources or minimize damage thereto, so long as the new location does not unreasonably interfere with BBC's rights herein. The costs of such relocation shall be divided as negotiated and agreed by the Parties.
- 6.11 Resource Damage.** BBC shall take all reasonable precautions to protect Surface Owner-owned crops and trees. BBC shall report to Surface Owner any visible resource damage, illegal dumping, or any other change in condition on the Burdened Property that is observed from BBC's observations of the Easement.

SECTION 7 INTERFERENCE

BBC shall exercise its rights under this Agreement so as not to unreasonably interfere with Surface Owner's use of the Burdened Property or with the public's ability to use Surface Owner's lands for purposes of lawful recreation, except during periods of construction of BBC's facilities. Any improvements and trade fixtures constructed by BBC on the Burdened Property shall be placed and constructed so as to allow reasonably unobstructed movement over and across the Burdened Property.

SECTION 8 COMPLIANCE WITH LAWS

BBC shall comply with all applicable laws, including all Surface Owner's rules and regulations, and state, county and municipal laws, ordinances, or regulations in effect. BBC shall obtain and be in possession of all permits and licenses required for the authorized use of the Easement and shall provide proof of such permits/licenses upon request by Surface Owner.

SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

- 9.1 Definition.** "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq.
- 9.2 Use of Hazardous Substances.** BBC covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Burdened Property, except in accordance with all applicable local, state, and federal laws.
- 9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.**
- (a) Surface Owner makes no representation about the condition of the Burdened Property. Hazardous Substances may exist in, on, under, or above the Burdened Property.
- (b) Lessee shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Burdened Property, and any Hazardous Substances that come to be located in, on, under or above the Burdened Property during the Term of this agreement, along with the reasonably foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the reasonably foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:
- (1) Lessee shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Burdened Property;
 - (2) Lessee shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Burdened Property;
 - (3) Lessee shall not undertake any activities that result in the mechanical or chemical disturbance of Burdened Property habitat mitigation, except as reasonably necessary for Lessee's use and occupancy of the Burdened Property, and in such instances will notify Surface Owner prior to undertaking such activities; and
 - (4) Lessee shall allow access to the Burdened Property by employees and authorized agents of the Environmental Protection Agency, the State of Utah or other similar environmental agencies.
- (c) It shall be Lessee's obligation to gather sufficient information to its satisfaction concerning the Burdened Property and the existence, scope and location of any Hazardous Substances on the Burdened Property, or on adjoining property (to the extent reasonably discoverable or ascertainable), as required for Lessee to effectively meet its obligations to comply with all applicable laws regarding such Hazardous Substances.

9.4 Notification and Reporting.

(a) BBC shall immediately notify Surface Owner if BBC becomes aware of any of the following:

- (1) A release or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property;
- (2) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, in the event BBC observes or is notified of such violations;
- (3) Any lien or action with respect to any of the foregoing; or,
- (4) Any notification from the U.S. Environmental Protection Agency (EPA) or the State of Utah that remediation or removal of Hazardous Substances is or may be required at the Burdened Property.

(b) BBC shall, at Surface Owner's request, provide Surface Owner with copies of all reports, studies, or audits which pertain to the Burdened Property, and which are or were prepared by or for BBC and submitted to any federal, State, or local authorities as required by any federal, State, or local permit, license, or law. These reports or permits may include, but are not limited to, any National or State Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any Hydraulics Project Approval or any Water Quality Certification.

9.5 Indemnification. BBC shall fully indemnify, defend, and hold Surface Owner, its director, managers, employees and agents harmless from and against any and all claims, demands, damages, damages to natural resources such as soil, water, vegetation, and wildlife, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:

(a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by BBC, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, during the term of this Easement or during any time when BBC occupies or occupied the Property.

(b) The release or threatened release of any Hazardous Substance in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property, which release or threatened release occurs or occurred during the term of this Easement or during any time when BBC occupies or occupied the Burdened Property or any such other property and as a result of:

- (1) Any act or omission of BBC, its sub-lessees, contractors, agents, employees, guests, invitees, or affiliates; or,
- (2) Any reasonably foreseeable act or omission of a third party unless BBC exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions: or

(c) A breach of the obligations of Subsection 9.3, above, by BBC, its sub-lessees, contractors, agents, employees, guests, invitees, or affiliates.

9.6 Cleanup. If a release of Hazardous Substances occurs in, on, under, or above the Burdened Property or other Surface Owner-owned property arising out of any action, inaction, or event described or referred to in Subsection 9.5 above, BBC shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, resource restoration, mitigation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. BBC's obligation to undertake a cleanup of the Burdened Property under this Subsection 9.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable federal, state and local regulatory cleanup standards, or where it is determined that there will be continuing damages to natural resources in the absence of a cleanup action. BBC shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims arising out of any action, inaction, or event described or referred to in Subsection 9.5, above. BBC may take reasonable and appropriate actions without advance approval in emergency situations.

9.7 Sampling by Surface Owner, Reimbursement, and Split Samples.

(a) Surface Owner may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Burdened Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Burdened Property, any adjoining property, or any other property subject to use by BBC in conjunction with its use of the Burdened Property. If such Tests indicate the existence, release or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 9.5, above, BBC shall promptly reimburse Surface Owner for all costs associated with such Tests.

(b) Surface Owner's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon Surface Owner providing BBC written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation in which case Surface Owner shall only be required to give such notice as is reasonably practical.

(c) BBC shall be entitled to split samples of any Test samples obtained by Surface Owner. The additional cost of any split samples shall be borne solely by BBC. Any additional costs Surface Owner incurs by virtue of BBC's split sampling shall be reimbursed to Surface Owner within thirty (30) calendar days after a bill for such costs is sent to BBC.

9.8 Contamination Investigation.

(a) If Surface Owner has reason to believe that a release or threatened release of Hazardous Substances has occurred on the Burdened Property during BBC's occupancy, Surface Owner may require BBC to conduct a Closeout Environmental Assessment (Closeout Assessment) by providing BBC with written notice of this requirement no later than ninety (90) calendar days prior to the Easement termination date, or within ninety (90) days of any valid notice to terminate the easement earlier than originally agreed. The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Burdened Property and any associated natural resources. If the initial results of the Closeout Assessment disclose the existence of Hazardous Substances that may have migrated to other property, Surface Owner may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjoining property, any other property subject to use by BBC in conjunction with its use of the Burdened Property, or on any associated natural resources. The Closeout Assessment may include Sediment Sampling as well as any additional testing requirements Surface Owner may require based on changes in scientific, statutory, or regulatory standards for information concerning the activities of BBC, its contractors, agents, employees, guests, invitees, or affiliates.

(b) Prior to undertaking the Closeout Assessment, BBC shall submit a proposed plan in writing for Surface Owner's approval. The plan shall be provided to Surface Owner

within thirty (30) days of Surface Owner's notice requiring the Closeout Assessment. If Surface Owner fails to respond in writing, either approving or disapproving of the proposed plan, within thirty (30) days of its receipt, the proposed plan shall be deemed approved. BBC shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.

- 9.9 Reservation of Rights.** The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by BBC in conjunction with its use of the Burdened Property that either Party may have against the other under federal, state or local laws, including but not limited to, CERLCA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Easement and the Parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release BBC from or affect BBC's liability for claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.
- 9.10 Impacts to Wildlife.** BBC, its employees, contractors, successors and assigns shall make reasonable and good faith efforts to protect any legally protected wildlife to the best of their knowledge and ability. BBC shall report to Surface Owner any harm, threats to harm or harass any legally protected wildlife should BBC become aware of such harm or threats to harm or harass legally protected wildlife in the ordinary course of its operations on the Burdened Property.

SECTION 10 PRESERVATION OF SURVEY CORNERS

BBC shall exercise reasonable care to ensure that all legal land subdivision survey corners and witness objects are preserved. If any survey corners or witness objects are destroyed or disturbed by BBC, BBC shall reestablish them by a registered professional engineer or licensed land surveyor in accordance with US General Land Office standards, at BBC's own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in the process of construction of improvements and trade fixtures must be adequately referenced and/or replaced in accordance with all applicable laws and regulations in force at the time. The references must be approved by Surface Owner prior to removal of the survey corners and/or witness objects.

SECTION 11 TERMINATION OF EASEMENT

- 11.1 Termination for Cause.** This Easement shall terminate if BBC receives notice from Surface Owner that BBC is in material breach of this Easement and BBC fails to cure that breach within ninety (90) days of Surface Owner's notice, or such longer period as may be required under the circumstances as approved by Surface Owner. If the breaching party fails to correct such breach or fails to diligently undertake efforts to cure such breach within such period, Surface Owner may terminate this Easement without further notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination. In addition to terminating this Easement, Surface Owner shall have any other remedy available to it. Surface Owner's failure to exercise its right to terminate at any time shall not waive Surface Owner's right to terminate for any future breach.
- 11.2 Termination for Non-Use.**
- (a) BBC shall submit to Surface Owner a summary report of BBC's use of the Easement within thirty (30) days of the first anniversary of this Agreement, and an annual report thereafter, along with a fee of One Hundred Dollars (\$100) for Surface Owner's administration of this Easement; Surface Owner reserves the right to recoup from BBC

additional reasonable administrative costs if Surface Owner's costs are significantly in excess of One Hundred Dollars (\$100).

(b) Any portion of the Easement that is determined to be unused or abandoned pursuant to this paragraph shall terminate. BBC shall upon request of Surface Owner execute a release of interest in the portion abandoned under the provisions of this Section. Under the non-use clause, BBC shall be responsible for surface reclamation and restoration of the Burdened Property in accordance with Section 12 of this Agreement. Any portion of this Easement that is so described by the following conditions shall be deemed to be unused and abandoned:

(1) Within 365 days of the date of execution of this Agreement, BBC fails to commence construction and installation of the infrastructure authorized under this Easement, unless otherwise waived by Surface Owner in writing;

(2) Within two (2) years of the date of execution of this Agreement, BBC does not obtain production of oil or gas from BBC's oil and gas interests which relate to the Burdened Property, unless otherwise waived by Surface Owner in writing; or

(3) If after establishing production, BBC suspends production or operations for the drilling or reworking of a well on BBC's oil and gas interests for a period longer than thirty-six (36) consecutive months, unless otherwise waived by Surface Owner in writing.

11.3 Voluntary Termination. This Easement may also terminate as to all or part of the Burdened Property if BBC has satisfied its outstanding obligations as to the part to be relinquished, provides Surface Owner with sixty (60) days written notice of its intent to terminate, and executes a release of interest to the portion terminated in recordable form. BBC shall not be entitled to a refund for any relinquishment.

11.4 BBC's Obligations. BBC obligations not fully performed upon termination shall continue until fully performed.

SECTION 12. RECLAMATION

12.1 Timing. As soon as practicable, following the construction of improvements and trade fixtures, or termination of the Easement, all disturbed land, other than access road driving surfaces for those portions of the Easement not terminated, will be recontoured to the approximate natural contours.

12.2 Soil. During construction of wellsites, access roads, and pipelines, any and all topsoil moved or removed will be stockpiled and preserved for present and future project area restoration. Soil from the right of way shall not enter any live stream or open water.

12.3 Revegetation. BBC will re-establish a successful vegetation cover by reseeding with a seed mixture of shrubs, forbs, and grasses, as specified by Surface Owner. BBC will not be released from this obligation until Surface Owner has inspected the site for two (2) years following construction and reclamation, and has made a determination that the re-vegetation is successful, or such time thereafter until re-vegetation has become successful.

12.4 Unauthorized Travel. In consultation with Surface Owner, BBC will undertake reasonable measures, including the placement of signage, cattle guards, trenches, barrier rock or other obstacles, to restrict unauthorized motorized travel, including that of third parties, on or across the Burdened Property. If such measures are not effective in controlling unauthorized motorized travel, BBC will consult with Surface Owner on additional measures that may be required to restrict such unauthorized motorized travel on the Burdened Property.

12.5 Failure to Reclaim. Surface Owner shall have the right, subject to at least sixty (60) days prior notice and a right to cure, to use funds from BBC's surety bond to complete reclamation or restoration if BBC fails to do so.

SECTION 13 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, TRADE FIXTURES, AND EQUIPMENT

- 13.1 **Improvements.** No BBC -Owned improvements, other than appurtenances for the rights herein granted, shall be placed on the Burdened Property without Surface Owner's prior written consent.
- 13.2 **Ownership of Improvements and Trade Fixtures.** Except as provided herein, BBC shall retain ownership of all improvements and trade fixtures it may place on the Burdened Property (collectively "BBC Owned Improvements"). BBC-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 13.5 below.
- 13.3 **Construction.** Issuance of this Easement shall constitute authorization to undertake the initial construction work specified in that agreement without the need for further notice. Subsequent alterations, significant repairs, or new construction shall require advance notice to Surface Owner as contemplated in Section 5.
- 13.4 **Removal.** BBC-Owned improvements and trade fixtures that have been installed above or below ground shall be removed by BBC by the Termination Date unless Surface Owner notifies BBC in writing that such may remain. If Surface Owner elects to have such above ground improvements remain on the Burdened Property after the Termination Date, they shall become the property of Surface Owner without payment by Surface Owner. If BBC wishes to leave improvements on the Burdened Property upon expiration of the Easement, BBC shall notify Surface Owner of such intent at least one hundred eighty (180) days before the Termination Date. Surface Owner shall then have ninety (90) days in which to notify BBC whether Surface Owner elects to have the improvements removed or to have them remain. Failure to notify BBC shall be deemed an election by Surface Owner for the improvements to be removed from the Burdened Property. If the improvements remain on the Burdened Property after the Termination Date without Surface Owner's actual or deemed consent, Surface Owner may remove them at BBC's expense. Surface Owner may require BBC to abandon improvements and/or trade fixtures, rather than remove them. Such abandonment shall be undertaken in accordance with a plan approved by Surface Owner. Abandonment of buried facilities should be performed in accordance with the appropriate regulations and any applicable permits. Should Surface Owner elect to allow any part of BBC's improvements or trade fixtures to remain affixed to the Burdened Property, BBC shall make a diligent and good-faith effort to clean the improvements or trade fixtures using the best industry practices and technologies available at the time, as directed by Surface Owner, in order to minimize as much as reasonably practical, environmental contaminants left on or in the Burdened Property.
- 13.5 **Unauthorized Improvements.** Improvements made on the Burdened Property without Surface Owner's prior written consent are not authorized ("Unauthorized Improvements"). Surface Owner may, at its option, require BBC to sever, remove, and dispose of them or allow them to remain upon amendment of this Agreement, at which time all provisions of this Agreement shall apply to the Unauthorized Improvements unless otherwise explicitly stated in the amendment. If BBC fails to remove an Unauthorized Improvement within sixty (60) days of notification by Surface Owner, Surface Owner may remove the Unauthorized Improvements and charge BBC for the cost of removal and disposal.

SECTION 14 INDEMNITY

BBC agrees to protect, indemnify, save and hold harmless Surface Owner, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of BBC under this Agreement, except where such injury, death, or damage has resulted from the sole negligence of Surface Owner without negligence or willful act on the part of BBC, its agents, employees, or subcontractors. BBC shall defend all suits brought upon such

claims and pay all costs and expenses incidental thereto, but Surface Owner shall have the right, at its option, to participate in the defense incidental thereto without relieving BBC of any obligation hereunder. BBC's liability to Surface Owner for hazardous substances, and its obligation to indemnify, defend, and hold Surface Owner harmless for hazardous substances, shall be governed exclusively by Section 9.

SECTION 15 FINANCIAL SECURITY

15.1 Bonding. At its own expense, BBC shall procure and maintain a non-cancellable corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to Four Hundred Seventeen Thousand Three Hundred Fifty Dollars (\$417,350.00), said amount equivalent to One-Hundred and Fifty (150%) of the estimated construction costs of the authorized improvements less materials, said estimated costs represented by BBC, to be placed on or in the Burdened Property, which shall secure BBC's full performance of its obligations under this Agreement. The amount of this bond shall not be deemed to limit any liability of BBC. The Bond shall be in a form and issued by a surety company acceptable to Surface Owner. BBC shall maintain the Bond so long as it uses the Easement. The Bond shall be in effect even if BBC has conveyed all or part of the easement interest to a sublessee, assignee, or subsequent operator until BBC fully satisfies its obligations, or until the Bond is replaced with a new bond posted by the sublessee assignee or subsequent operator. Said Bond at the date of execution of this Agreement is issued by Fidelity and Deposit Company of Maryland and is identified as Bond Number LPM9002033 (see Exhibit E).

15.2 Bond Increase. BBC agrees that, for the causes stipulated below, at any time during the term of this Easement, Surface Owner may require that the amount of an existing Bond be increased in a sum described below, said Bond to be conditioned upon full compliance with all terms and conditions of this Agreement and the rules relating hereto.

(a) **Inflation.** Surface Owner has the option of requiring the value of the Bond to be adjusted to compensate for inflationary pressures on the dollar. The amount of adjustment shall be determined through the use of the Bureau of Labor Statistics Western Region Urban Consumer Price Index ("Western Region CPI-U"). Said adjustments shall reference the year 2007 Western Region CPI-U, and shall be directly proportional to the percent change in Western Region CPI-U between the year 2007 and the year preceding the date of adjustment.

(b) **Additional Improvements.** Surface Owner has the option of requiring increases in the Bond value for additional improvements authorized under amendments to this Agreement, the increases to be in an amount equivalent to 150% of the estimated costs of construction of said improvements, less materials.

15.3 Default. Upon any default by BBC in its obligations under this Agreement, Surface Owner may collect on the Bond to offset the liability of BBC to Surface Owner, subject to the notice and right to cure provisions in Sections 11 and 12 herein. Collection on the Bond shall not relieve BBC of liability, shall not limit any of Surface Owner's other remedies, and shall not rein Surface Owner or cure the default or prevent termination of the Easement because of the default. Should the cost of BBC's obligations exceed the value of the Bond, BBC, its successors and assigns, shall be liable for the costs over and above the bonded amount.

SECTION 16 TAXES AND ASSESSMENTS

BBC shall promptly pay all taxes, assessments and other governmental charges of any kind whatsoever levied as a result of this Easement or relating to BBC's improvements and trade fixtures constructed pursuant to this Easement.

SECTION 17 ADVANCES BY SURFACE OWNER

If Surface Owner advances or pays any costs or expenses for or on behalf of BBC, including, but not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of improvements

and trade fixtures, or other amounts not paid when due, BBC shall reimburse Surface Owner the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month from the date Surface Owner notifies BBC of the advance or payment.

SECTION 18 NOTICE

Except as provided in Section 5 of this Agreement, any notices required or permitted under this Agreement shall be in writing and personally delivered or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

Surface Owner

Habitat Section
Utah Division of Wildlife Resources
1594 West North Temple, Suite 2110
Salt Lake City, Utah 84114-6301
801-538-4712

AND

Habitat Section
Utah Division of Wildlife Resources
152 East 100 North, Suite 9
Vernal, Utah 84078
435-781-5357

BBC

Bill Barrett Corporation
Attn: Huntington T. Walker
Sr. Vice President - Land
1099 18th Street, Suite 2300
Denver, Colorado 80202

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after being mailed as set forth above, whichever is applicable.

SECTION 19 RESERVATIONS

Surface Owner, its successors and assigns, reserves all ownership of the Burdened Property and profits thereon, and the right of use for any and all purposes that do not unreasonably interfere with the rights granted herein, including the right to keep the Burdened Property open for public use for recreation; the right to remove profits from the Burdened Property; the right at all times to cross and recross the Burdened Property at any place on grade or otherwise; and the right to use the Easement for access to and from the lands owned by Surface Owner on both sides of the Easement. Surface Owner may grant to third parties any and all rights reserved. Once BBC clears or removes any vegetation on the Burdened Property as provided in this Agreement, vegetation that is subsequently grown in such cleared areas shall belong to Surface Owner.

SECTION 20 CULTURAL RESOURCES

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Burdened Property or adjacent lands belonging to Surface Owner are and shall remain the property of Surface Owner. BBC agrees that all costs associated with archeological and paleontological investigations on the Burdened Property that may be required by Surface Owner will be borne by BBC. BBC further agrees to cease all activity on the subject lands and immediately notify Surface Owner if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Burdened Property, and continue to cease all construction or maintenance therein until

such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Surface Owner.

SECTION 21 ASSIGNMENT

- 21.1 Consent of Surface Owner.** BBC shall not hypothecate, mortgage, assign, transfer or otherwise alienate this Easement, or any interest therein, without the prior written consent of Surface Owner, which shall not be unreasonably withheld. In no case shall such consent operate to relieve BBC of the responsibilities or liabilities assumed by BBC hereunder, or be given unless such party is acceptable to Surface Owner and assumes in writing all of the obligations of BBC under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to conditions such as Surface Owner deems necessary. A sublease, conveyance, or assignment must be a sufficient legal instrument, properly executed and acknowledged, and should clearly set forth the easement lease contract number, lands involved, and the name and address of the assignee, and shall include any agreement which transfers control of the Easement to a third party. A copy of the documents subleasing, conveying, or assigning the interest shall be given to Surface Owner prior to Surface Owner's approval or denial of the assignment.
- 21.2 Assignee.** Any assignment shall be in keeping with the purposes of this Easement and may only be made to a party qualified to do business in the State of Utah, and which has authority to operate the said facilities, and which is not in default under the laws of the State of Utah relative to qualification to do business within the State, and is not in default on any previous obligation to Surface Owner.
- 21.3 Costs of Assignment.** A sublease, conveyance, or assignment may not be approved without reimbursement of Surface Owner's administrative costs associated with said sublease, conveyance, or assignment; and payment of the difference between what was originally paid for the permit, lease, or contract and what the division would charge for the permit, lease, or contract at the time the application for sublease, conveyance, or assignment is submitted.
- 21.4 Effective Date of Assignment.** A sublease, conveyance, or assignment shall take effect on the date of Surface Owner's approval of the assignment. On the effective date of any assignment, the assignee is bound by the terms of the lease to the same extent as if the assignee were the original grantee, any conditions in the assignment to the contrary notwithstanding.
- 21.5 Non-Waiver.** The consent of Surface Owner to any one assignment shall not constitute a waiver of Surface Owner's right to consent to subsequent assignments, nor shall consent of Surface Owner to any one assignment relieve any party previously liable as BBC from any obligations under this Agreement. The acceptance by Surface Owner of the payment of rent following an assignment shall not constitute consent to any assignment and Surface Owner's consent shall be evidenced only in writing.

SECTION 22 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns and shall be a covenant running with the land.

SECTION 23 TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

SECTION 24 RECORDATION

BBC shall record this Agreement or a memorandum documenting the existence and legal description of this Agreement in the counties in which the Burdened Property is located, at BBC's sole expense. The memorandum shall, at a minimum, contain the Burdened Property description, the names of the parties to the Agreement, Surface Owner's easement number, and the duration of the Easement. BBC shall provide Surface Owner a

copy of the public recording, whether this Agreement or the memorandum serving notice of the existence of this Agreement. BBC shall have ninety (90) days from the date of delivery of the final executed Agreement to comply with the requirements of this Section.

SECTION 25 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and shall be subject to the laws of the State of Utah. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. BBC consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations carried on under this Agreement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to BBC at the last known address of BBC appearing in the records of Surface Owner. BBC agrees for itself and its successors and assigns that any suit brought by BBC, its successors or assigns concerning this Agreement may be maintained only in the Utah State District Court of Salt Lake County. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with the litigation, including any appeals.

SECTION 26 MODIFICATION

Any modification of this Agreement must be in writing and signed by the parties. Surface Owner or BBC shall not be bound by any oral representations of Surface Owner or BBC. If Surface Owner is the Utah Division of Wildlife Resources, authorized signatures may be provided by only the Director or the Director's designee.

SECTION 27 SURVIVAL

Any obligations, which are not fully performed upon termination of this Easement, shall not cease, but shall continue as obligations until fully performed.

SECTION 28 WAIVER

No Waiver of Conditions by Surface Owner of any default of BBC or failure of Surface Owner to timely enforce any provision of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent Surface Owner from exercising any legal or equitable remedy it may have.

SECTION 29 WATER RIGHTS

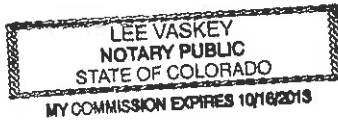
BBC shall not file an application to appropriate water from the surface or subsurface of Surface Owner's lands unless the application is approved by Surface Owner in writing and is filed in the name of the Surface Owner. All water structures, including impoundment, diversion and conveyance structures or works, used to impound, divert or convey water claimed solely under a Surface Owner water right shall be the property of Surface Owner.

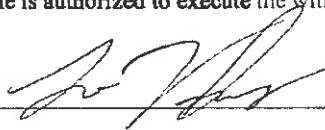
SECTION 30 INVALIDITY

If any provision of this Agreement proves to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement.

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

On this 21st day of July, 2010, personally appeared before me
Huntington T. Walker to me known to be the Sr. Vice President - Land of Bill Barrett
Corporation and executed the within and foregoing instrument, and acknowledged that the
execution of the document herein was his free and voluntary act and deed, for the uses and
purposes therein mentioned, and gave an oath that he is authorized to execute the within
instrument for said corporation.





Notary Public for the State of Colorado

Residing at Denver, CO

My commission expires _____

Exhibit A.1
Legal Descriptions of Wellsite (Damage Area), and Access Road and Pipeline Centerlines for
Wellsite #5-34-46 DLB

Legal Description of Wellsite #5-34-46 DLB

DAMAGE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N33°15'02"E 890.43' FROM THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE N19°09'02"W 104.12'; THENCE N70°50'58"E 425.00'; THENCE S19°09'02"E 320.00'; THENCE S70°50'58"W 260.00'; THENCE N77°55'55"W 192.94'; THENCE N19°09'02"W 115.88' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.933 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #5-34-46 DLB

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N12°39'35"E 786.25' FROM THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE S85°46'55"E 83.93'; THENCE S86°16'25"E 156.63'; THENCE S85°23'13"E 76.18' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 34 WHICH BEARS N33°15'02"E 890.43' FROM THE WEST 1/4 CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.218 ACRES MORE OR LESS.

Legal Description of Pipeline Centerline for Wellsite #5-34-46 DLB

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH BEARS N34°35'04"E 874.99' FROM THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE N87°08'54"W 88.06'; THENCE N85°36'52"W 160.76'; THENCE N85°54'15"W 112.36' TO A POINT IN THE SW 1/4 NW 1/4 OF SAID SECTION 34 WHICH BEARS N10°22'12"E 757.44' FROM THE WEST 1/4 CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.249 ACRES MORE OR LESS.

Exhibit A.2
Depiction of #5-34-46 DLB Wellsite and Access Road

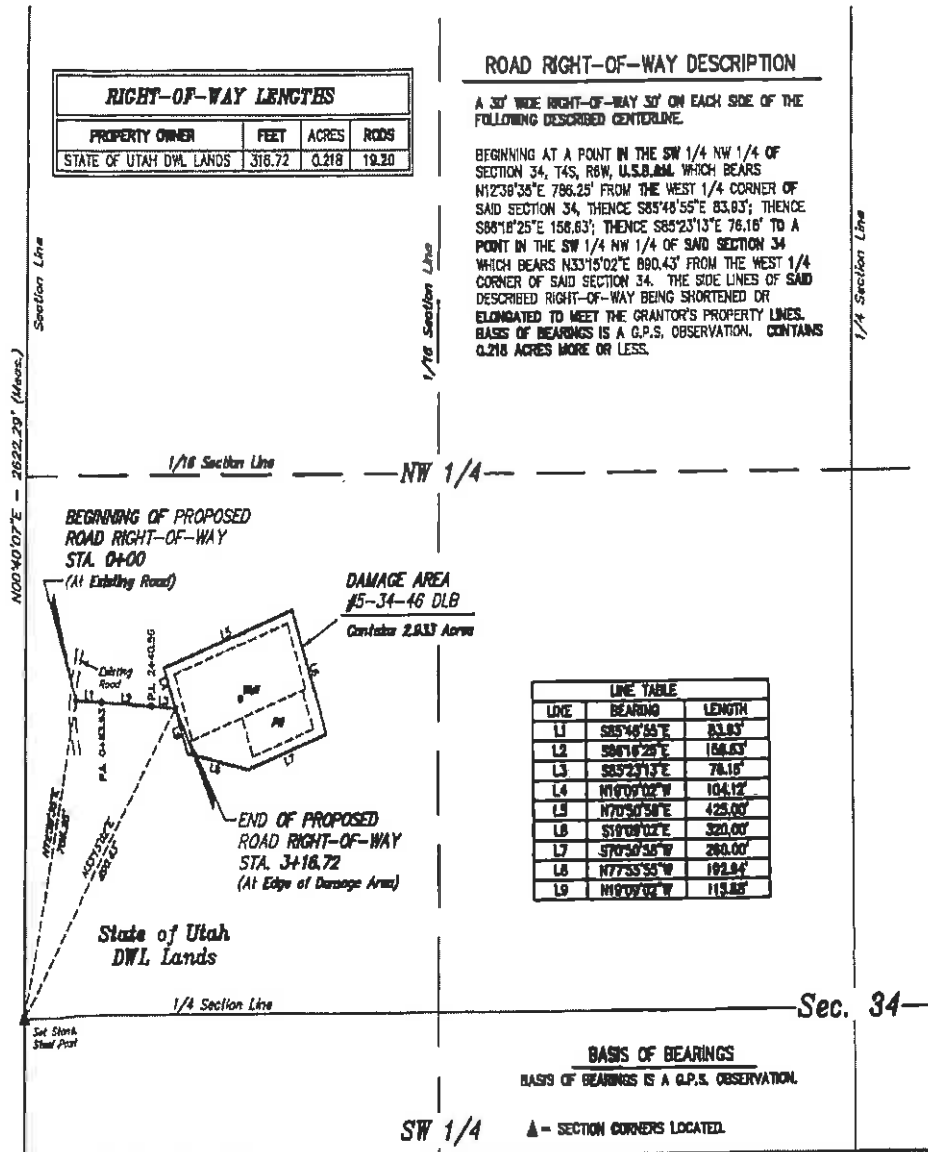


Exhibit A.3
Depiction of Pipeline for #5-34-46 DLB Wellsite

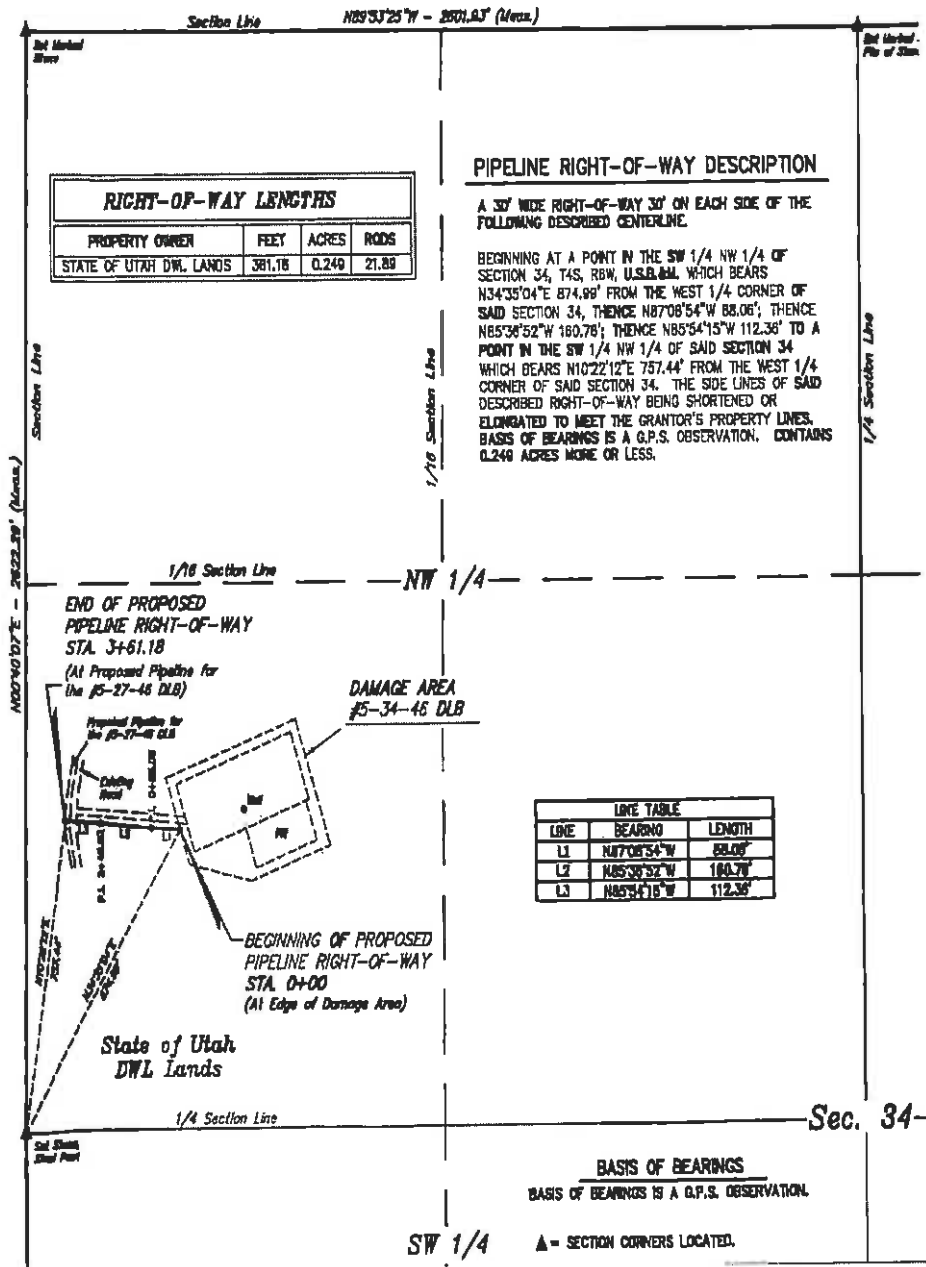


Exhibit B.1
Legal Descriptions of Wellsite (Damage Area) and Access Road and Pipeline
Centerlines for
Wellsite #14-34-46 DLB

Legal Description of Wellsite #14-34-46 DLB

DAMAGE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N19°54'36"W 828.27' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 34, THENCE N45°58'41"E 41.61'; THENCE S44°01'19"E 425.00'; THENCE S45°58'41"W 290.00'; THENCE N44°01'19"W 335.00'; THENCE N06°08'49"W 114.02'; THENCE N45°58'41"E 178.39' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.757 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #14-34-46 DLB

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

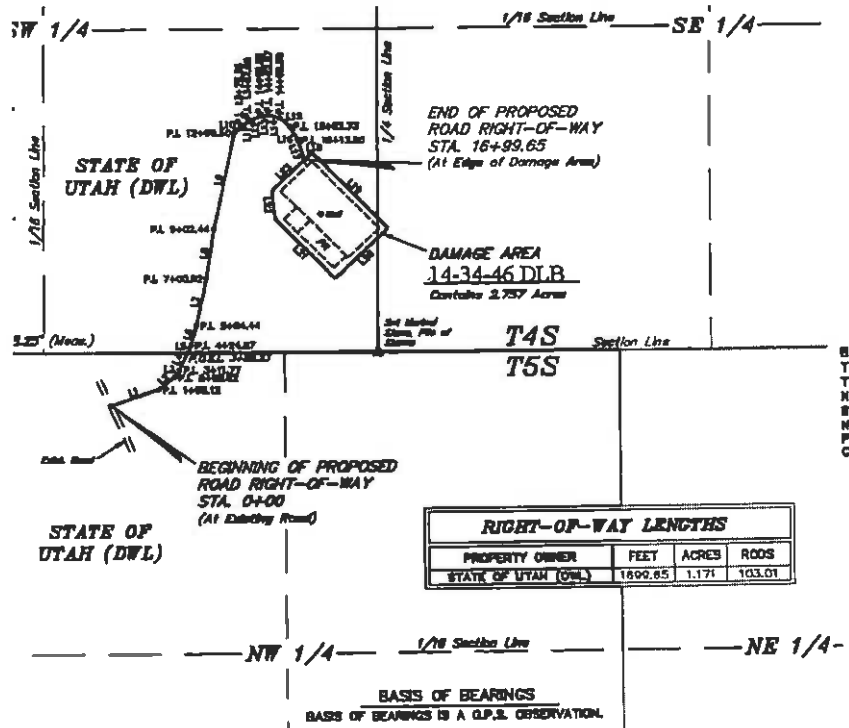
BEGINNING AT A POINT IN THE NW 1/4 NW 1/4 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS S78°36'27"W 1067.74' FROM THE SOUTH 1/4 CORNER OF SECTION 34, T4S, R6W, U.S.B.&M., THENCE N70°43'55"E 199.12'; THENCE N51°22'59"E 80.90'; THENCE N34°54'23"E 31.75'; THENCE N25°21'27"E 77.46' TO A POINT ON THE NORTH LINE OF THE NW 1/4 NW 1/4 OF SAID SECTION 3, WHICH BEARS N89°53'53"W 744.18' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 34, THENCE N25°21'27"E 35.64'; THENCE N14°46'37"E 79.57'; THENCE N11°42'31"E 196.48'; THENCE N08°52'51"E 201.52'; THENCE N12°12'50"E 397.06'; THENCE N48°35'20"E 29.06'; THENCE N50°27'31"E 39.12'; THENCE N63°19'12"E 50.88'; THENCE N83°27'37"E 34.31'; THENCE S75°32'32"E 46.11'; THENCE S48°45'26"E 53.75'; THENCE S29°50'22"E 60.87'; THENCE S16°30'49"E 86.05' TO A POINT IN THE SE 1/4 SW 1/4 OF SAID SECTION 34, WHICH BEARS N19°54'36"W 828.27' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.171 ACRES MORE OR LESS.

Legal Description of Pipeline Centerline for Wellsite #14-34-46 DLB

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

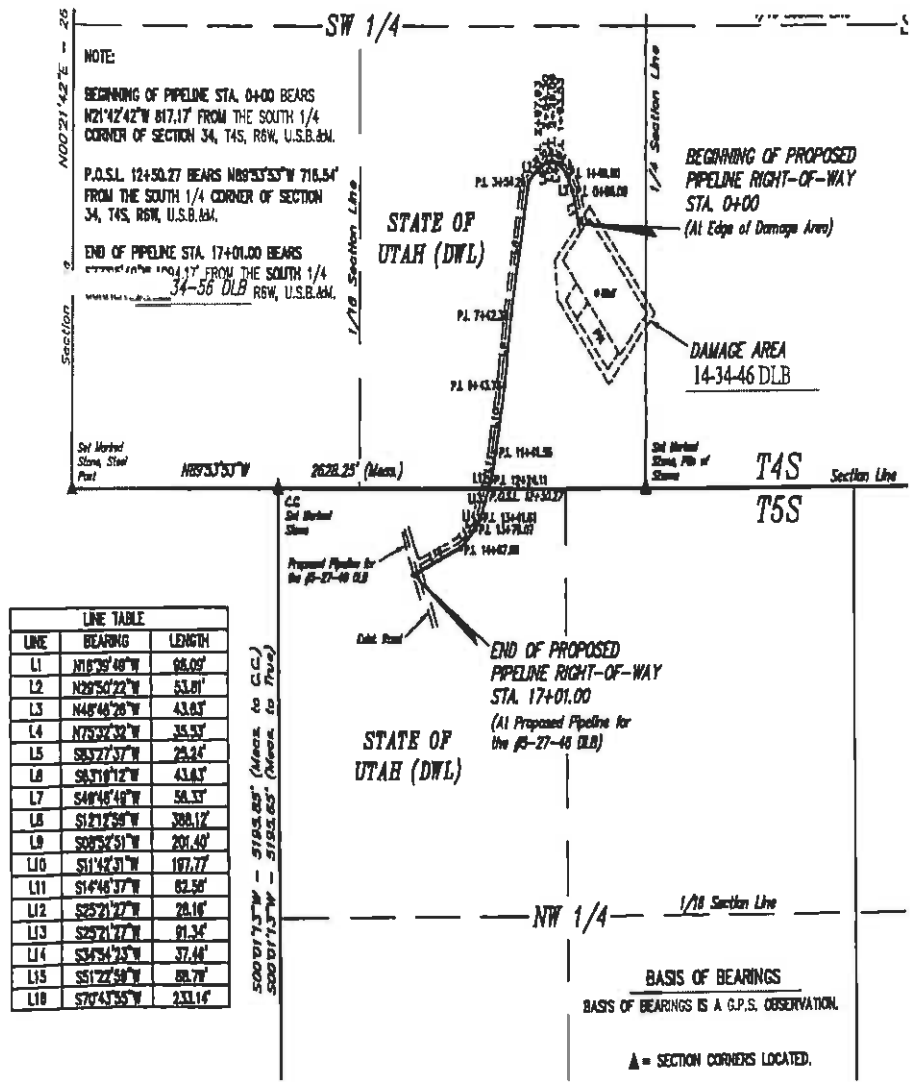
BEGINNING AT A POINT IN THE SE 1/4 SW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N21°42'42"W 817.17' FROM THE SOUTH 1/4 CORNER OF SECTION 34, T4S, R6W, U.S.B.&M., THENCE N16°35'49"W 96.06'; THENCE N29°50'22"W 53.81'; THENCE N48°45'26"W 43.63'; THENCE N75°32'32"W 35.53'; THENCE S83°27'37"W 25.24'; THENCE S63°19'12"W 43.63'; THENCE S49°46'49"W 56.33'; THENCE S12°12'50"W 388.12'; THENCE S08°52'51"W 201.40'; THENCE S11°42'31"W 197.77'; THENCE S14°46'37"W 82.56'; THENCE S25°21'27"W 26.16' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SW 1/4 OF SAID SECTION 34, WHICH BEARS N89°53'53"W 716.54' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 34, THENCE S25°21'27"W 91.34'; THENCE S34°54'23"W 37.46'; THENCE S51°22'59"W 88.79'; THENCE S70°43'55"W 233.14' TO A POINT IN THE NW 1/4 NW 1/4 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS S77°05'49"W 1094.17' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.171 ACRES MORE OR LESS.

Exhibit B.2
Depiction of #14-34-46 DLB Wellsite and Access Road



LINE TABLE		
LINE	BEARING	LENGTH
L1	N70°43'55"E	199.12'
L2	N51°22'59"E	80.90'
L3	N34°54'23"E	31.75'
L4	N25°21'27"E	77.48'
L5	N25°21'27"E	35.64'
L6	N14°48'37"E	79.57'
L7	N11°42'31"E	196.48'
L8	N08°52'51"E	201.52'
L9	N12°12'59"E	397.06'
L10	N48°35'20"E	29.06'
L11	N50°27'31"E	39.12'
L12	N83°19'12"E	50.86'
L13	N83°27'37"E	34.31'
L14	S75°32'32"E	48.11'
L15	S48°46'26"E	53.75'
L16	S29°50'22"E	60.87'
L17	S16°39'49"E	88.05'
L18	N45°58'41"E	41.81'
L19	S44°01'19"E	425.00'
L20	S45°58'41"W	290.00'
L21	N44°01'19"W	335.00'
L22	N06°08'49"W	114.02'
L23	N45°58'41"E	178.39'

Exhibit B.3 Depiction of Pipeline for #14-34-46 DLB Wellsite



RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
STATE OF UTAH (DWL)	1701.00	1.171	103.09

Exhibit C.1
Legal Descriptions of Wellsite (Damage Area) and Access Road and Pipeline Centerlines for
Wellsite #16-33-46 DLB

Legal Description of Wellsite #16-33-46 DLB

DAMAGE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N30°13'38"E 1236.95' FROM THE SOUTHWEST CORNER OF SAID SECTION 34, THENCE S41°59'29"E 159.64'; THENCE S48°00'31"W 335.00'; THENCE S85°53'01"W 114.02'; THENCE N41°59'29"W 220.00'; THENCE N48°00'31"E 425.00'; THENCE S41°59'29"E 130.36' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.757 ACRES MORE OR LESS.

Legal Description of Access Road Centerline for Wellsite #16-33-46 DLB

ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N37°37'36"E 1339.53' FROM THE SOUTHWEST CORNER OF SAID SECTION 34, THENCE N85°15'48"W 65.33'; THENCE N83°22'53"W 49.88'; THENCE S89°29'17"W 85.80'; THENCE S79°53'51"W 15.27' TO A POINT IN THE SW 1/4 SW 1/4 OF SAID SECTION 34, WHICH BEARS N30°13'38"E 1236.95' FROM THE SOUTHWEST CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.135 ACRES MORE OR LESS.

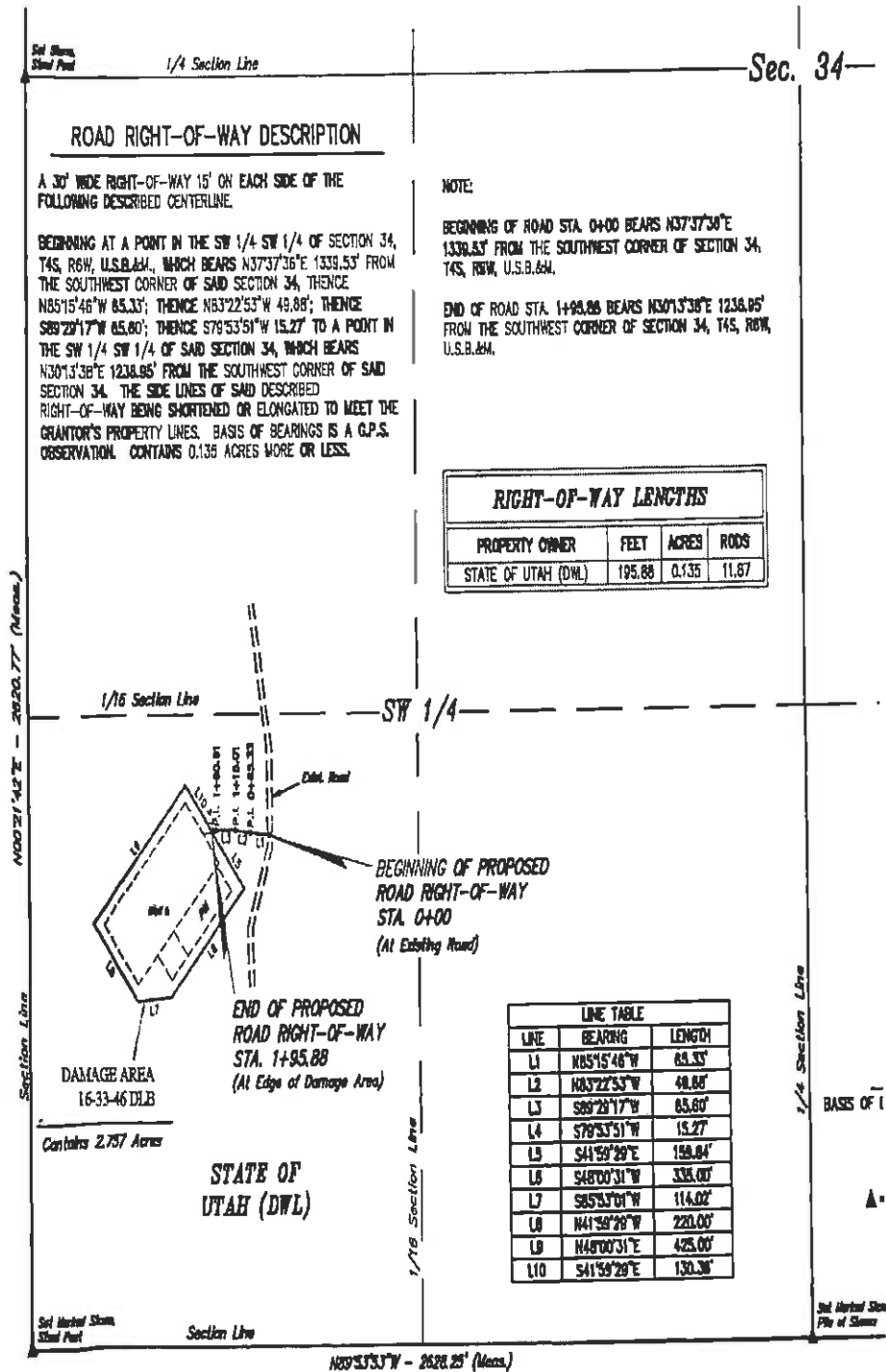
Legal Description of Pipeline Centerline for Wellsite #16-33-46 DLB

PIPELINE RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N31°21'48"E 1229.38' FROM THE SOUTHWEST CORNER OF SAID SECTION 34, THENCE S88°03'42"E 62.22'; THENCE S81°36'29"E 51.16'; THENCE S88°50'48"E 38.96' TO A POINT IN THE SW 1/4 SW 1/4 OF SAID SECTION 34, WHICH BEARS N37°19'36"E 1305.39' FROM THE SOUTHWEST CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.105 ACRES MORE OR LESS.

'APIWellNo:43013504150000'



'APIWellNo:43013504150000'

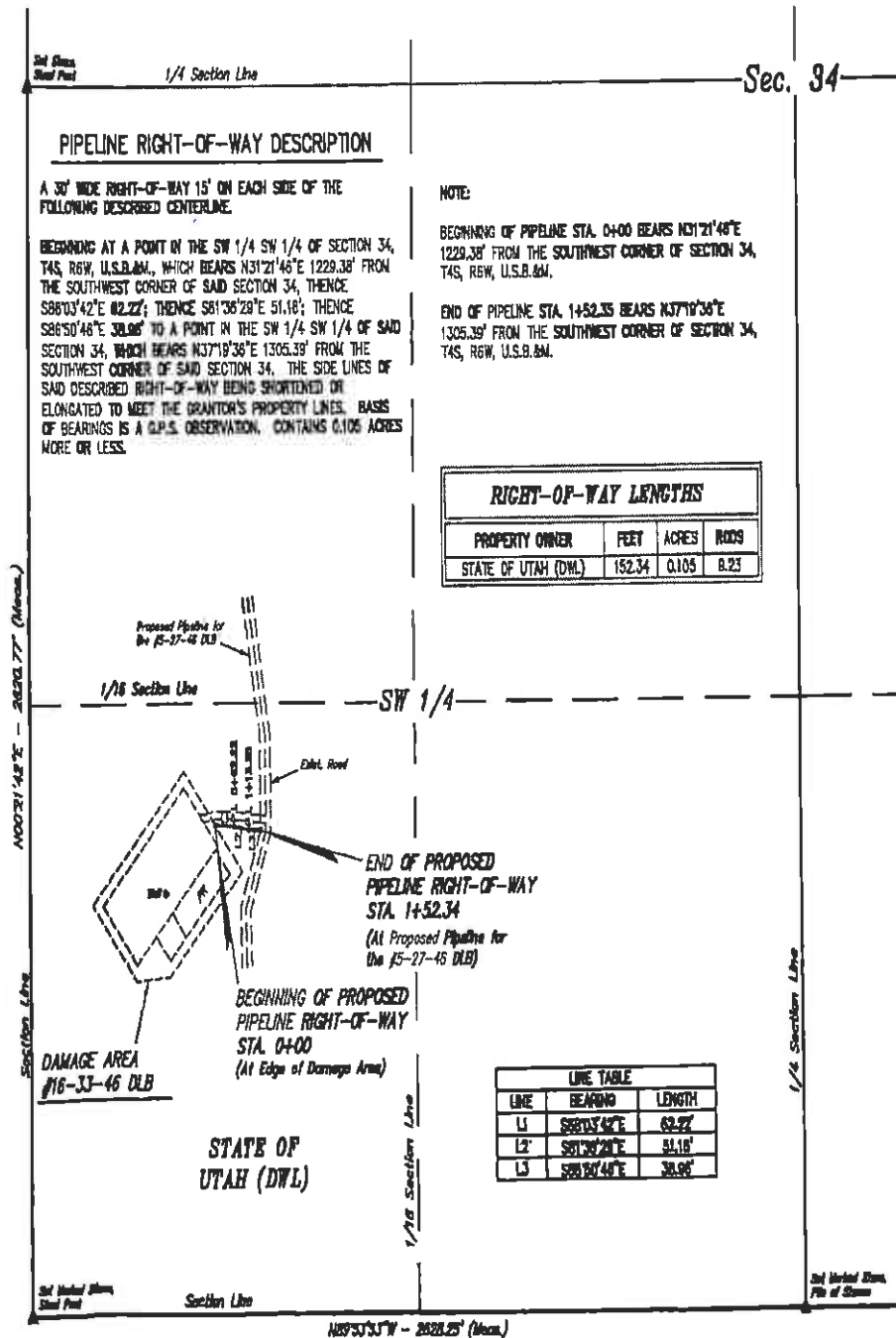


Exhibit D
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

SURFACE USE & OPERATIONS PLAN

BILL BARRETT CORPORATION
Indian Canyon and Black Tail Ridge Development Project Area
Duchesne County, Utah

Contractors will be provided with an approved copy of the surface use plan of operations before initiating construction on Utah Division of Wildlife Resources surface.

The referenced project is located on Utah Division of Wildlife Resources, Ute Indian Tribe and Fee surface. This plan is intended to outline surface use and operations only on Utah Division of Wildlife Lands (DWR), with similar plans being submitted to the remaining owners as required.

Site specific conditions of approval will be outlined within the DWR surface use grants and site specific APD approvals.

1. **Existing Roads:**

Existing roads have been utilized wherever practical, use of these roads has been outlined within the submitted maps and plats and will be further described in the site specific right-of-way application and APD.

Improvements to existing access roads will be noted in the site specific APD's and in accordance with DWR specifications.

All existing roads will be maintained and kept in good repair during all drilling, completion, and producing operations associated with this project.

2. **Planned Access Roads:**

Planned access roads have been outlined within the submitted maps and plats for the project and will be further described in the site specific right-of-way application and APD.

Access roads will be constructed according to the surface owners' specifications. These specifications will become part of the approval package for the project once approved.

Surface disturbance and vehicular traffic will be limited to the approved access route. Any additional area needed will be approved in advance.

Access roads and surface disturbing activities will conform to standards outlined in the BLM and Forest Service publication, Surface Operating Standards for Oil and Gas Exploration and Development, Fourth Edition – Revised 2007.

New access roads will be crowned (2 to 3%), ditched, and constructed with a running surface of 18 feet and a maximum disturbed width of 32 feet. Graveling or capping the roadbed will be performed, as necessary, to provide a well-constructed and safe road. Prior to construction or upgrading, the proposed road shall be cleared of any snow.

The disturbed width needed may be wider than 32 feet to accommodate larger equipment where cuts and fills are required for road construction; intersections or sharp curves occur; or, as proposed by the operator. Approval will be required from the DWR.

Appropriate water control structures will be installed to control erosion.

Exhibit D, cont'd
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

If requested by the DWR "DEAD END ROAD" signs will be installed and maintained at a designated location.

Unless specified in the site specific APD, the following specifications will apply:

The maximum grade of 10% will be maintained throughout the project.

There will be no turnouts.

There will be no major cuts and fills, or bridges. Culverts and related drainage structures will be installed on an as-needed basis.

The access road will be centerline flagged prior to construction.

Gates, cattle guards, fence cuts, and modifications to existing range facilities will be installed on an as-needed basis.

Surfacing materials will be obtained from a state approved gravel source and be utilized as necessary to insure an all-weather road.

The road surface and shoulders will be kept in a safe and usable condition and will be maintained in accordance with the original construction standards.

All drainage ditches and culverts will be kept clear and free flowing and will be maintained according to the original construction standards.

The access road ROW will be kept free of trash during operations.

All traffic will be confined to the approved running surface. Road drainage crossings shall be of the typical dry creek drainage crossing type.

Crossings shall be designed so they will not cause siltation or accumulation of debris in the drainage crossing, nor shall the drainages be blocked by the roadbed.

Erosion of drainage ditches by runoff water shall be prevented by diverting water off at frequent intervals by means of cutouts.

Should mud holes develop, the holes shall be filled in and detours around the holes avoided.

When snow is removed from the road during the winter months, the snow should be pushed outside the borrow ditches, and the turnouts kept clear so that snowmelt will be channeled away from the road.

3. Location of Existing Wells Within a 1-Mile Radius:

A map will be provided with the site specific APD showing the location of existing wells within a one-mile radius.

4. Location of Tank Batteries, Production Facilities, and Production Gathering and Service Lines:

The following guidelines will apply if the well is productive:

All permanent (on site for six months or longer) structures constructed or installed will be painted a flat, non-reflective, olive black color. All facilities will be painted within six months of installation. Facilities that are required to comply with the Occupational Safety and Health Act (OSHA) will be excluded.

Exhibit D, cont'd
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

A containment dike will be constructed around those production facilities which contain fluids (i.e., production tanks, produced water tanks). This dike will be constructed of compacted subsoil, be impervious, hold 150% of the capacity of the largest tank, and be independent of the back cut. The site specific APD will address additional capacity if such is needed due to environmental concerns. The use of topsoil for the construction of dikes will not be allowed.

A description of the proposed pipeline and a map illustrating the proposed route will be submitted with the site specific right-of-way application and APD.

All site security guidelines identified in Federal regulation 43 CFR 3126.7, will be adhered to. All off-lease storage, off-lease measurement, or commingling on-lease or off-lease production will have prior written approval from the BLM/VFO.

Gas meter runs will be located approximately 100 feet from the wellhead. Where necessary, the gas line will be buried, or anchored down from the wellhead to the meter. Where necessary, meter runs will be housed and/or fenced.

5. Location and Type of Water Supply

The location and type of water supply will be submitted with the site specific APD.

6. Source of Construction Materials:

All construction materials for this project shall be borrow (local) material accumulated during construction of the location site, access roads or pipelines.

Additional gravel or pit lining material will be obtained from a private source.

The use of materials under BLM jurisdiction will conform with 43 CFR 3610.2-3.

7. Methods of Handling Waste Materials:

Drill cuttings will be contained and buried in the reserve pit.

Drilling fluids, including salts and chemicals, will be contained in the reserve pit. Upon termination of drilling and completion operations, the liquid contents of the reserve pit will be used at the next drill site or will be removed and disposed of at an approved waste disposal facility within 180 days after drilling is terminated. Immediately upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1.

Unless specified in the site specific APD, the reserve pit will be constructed on the location and will not be located within natural drainages, where a flood hazard exists or surface runoff will destroy or damage the pit walls. The reserve pit will be constructed so that it will not leak, break, or allow discharge of liquids.

If it is determined at the onsite that a pit liner is necessary, the reserve pit will be lined with a synthetic reinforced liner a minimum of 12 millimeters thick, with sufficient bedding used to cover any rocks. The liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. Trash or scrap that could puncture the liner will not be disposed of in the pit.

Reserve pit leaks are considered an unacceptable and undesirable event and will be orally reported to the DWR.

After first production, produced wastewater will be trucked to one of the following approved waste water disposal sites: R.N. Industries, Inc. Sec. 4, T2S, R2W, Bluebell; MC & MC Disposal Sec. 12, T6S, R19E, Vernal; LaPoint Recycle & Storage Sec. 12, T5S, R19E, LaPoint or Water Disposal Inc. Sec. 32, T1S, R1W, Roosevelt; used in the operations of the field or, confined to the approved pit or storage tank for a period not to exceed 90 days.

Exhibit D, cont'd
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

Production fluids will be contained in leak-proof tanks. All production fluids will be disposed of at approved disposal sites. Produced water, oil, and other byproducts will not be applied to roads or well pads for control of dust or weeds. The indiscriminate dumping of produced fluids on roads, well sites, or other areas will not be allowed.

Any spills of oil, gas, salt water, or other noxious fluids will be immediately cleaned up and removed to an approved disposal site.

A chemical portable toilet will be furnished with the drilling rig.

Garbage, trash, and other waste materials will be collected in a portable, self-contained, fully enclosed trash cage during operations. Trash will not be burned on location.

All debris and other waste materials not contained in the trash cage will be cleaned up and removed from the location immediately after removal of the drilling rig.

Any open pits will be fenced during the operations. The fencing will be maintained until such time as the pits are backfilled.

8. Ancillary Facilities:

There are no ancillary facilities planned for at this time and none are foreseen in the future.

9. Wellsite Layout:

A Location Layout Diagram describing drill pad cross-sections, cuts and fills, and locations of mud tanks, reserve pit, flare pit, pipe racks, trailer parking, spoil dirt stockpile(s), and the surface materials stockpile(s) will be included with the site specific right-of-way application and APD.

The diagram will describe rig orientation, parking areas, and access roads as well as the location of the following:

The reserve pit.

The stockpiled topsoil, which shall not be used for facility berms. All brush removed from the well pad during construction will be stockpiled with the topsoil.

The flare pit, which will be located downwind from the prevailing wind direction.

The access road.

All pits will be fenced according to the following minimum standards:

39-inch net wire shall be used with at least one strand of wire on top of the net wire. Barbed wire is not necessary if pipe or some type of reinforcement rod is attached to the top of the entire fence.

The net wire shall be no more than two inches above the ground. The barbed wire shall be three inches over the net wire. Total height of the fence shall be at least 42 inches.

Corner posts shall be cemented and/or braced in such a manner as to keep the fence tight at all times.

Standard steel, wood, or pipe posts shall be used between the corner braces. Distance between any two posts shall be no greater than 16 feet.

Exhibit D, cont'd
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

All wire shall be stretched using a stretching device before it is attached to the corner posts.

The reserve pit fencing will be on two sides during drilling operations, and on the third and fourth sides when the rig moves off location. Pits will be fenced and maintained until cleanup.

10. Plans for Restoration of the Surface:

Immediately upon well completion, the location and surrounding area will be cleared of all unused pipe, materials, trash, and debris not required for production.

All disturbed areas will be re-contoured to the approximate natural contours.

Any drainage rerouted during the construction activities shall be restored to its original line of flow or as near as possible.

Prior to backfilling the reserve pit, the fence surrounding the reserve pit will be removed. The pit liner will be cut off at the water or mud line and disposed of at an approved landfill site. The liner will also be torn and perforated after the pit dries and prior to backfilling the reserve pit.

Before any dirt work associated with reserve pit restoration takes place, the reserve pit shall be as dry as possible. All debris in it will be removed. Other waste and spoil materials will be disposed of immediately upon completion of operations. The reserve pit will be reclaimed within 180 days from the date of well completion, weather permitting. Once reclamation activities have begun, the activities will be completed within 30 days.

After the reserve pit has been reclaimed, no depressions in the soil covering the reserve pit will be allowed. The object is to keep seasonal rainfall and runoff from seeping into the soil used to cover the reserve pit. Diversion ditches and water bars will be used to divert runoff as needed.

Prior to the construction of the location, the top 12 inches of soil material will be stripped and stockpiled. Placement of the topsoil will be noted on the location plat attached to the site specific right-of-way application and APD. Topsoil shall be stockpiled separately from subsoil materials. Topsoil salvaged from the reserve pit shall be stockpiled separately near the reserve pit. When all drilling and completion activities have been completed, the unused portion of the location (area outside the deadmen) will be re-contoured and topsoil spread over the area.

Topsoil to be stored for more than one year:

Shall be windrowed, where possible, to a depth of three (3) to four (4) feet at a specified location near the margin of the site.

Broadcast seeded with the prescribed seed mixture immediately after windrowing. The DWR shall be contacted for the required seed mixture. Seed will be drilled on the contour to an appropriate depth.

The stockpile then "walked" with a dozer to cover the seed.

Mulching may be one method considered to enhance the re-establishment of desired native plant communities.

Exhibit D, cont'd
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

When restoration activities have been completed, the location site and new access road cuts and shoulders shall be reseeded. Prior to reseeding, all disturbed areas, including the old access road will be scarified and left with a rough surface.

If broadcast seeded, the amount of seed mixture per acre will be doubled, and a harrow or some other implement will be dragged over the seeded area to assure coverage of the seeds.

At final abandonment, all casing shall be cut off at the base of the cellar or 3 feet below final restored ground level, whichever is deeper, and cap the casing with a metal plate a minimum of 0.25 inches thick. The cap will be welded in place and the well location and identity will be permanently inscribed on the cap. The cap also will be constructed with a weep hole.

11. Surface Ownership:

The ownership of the access roads will be specified in the site specific right-of-way application and APD.

The ownership of the well pad will be specified in the site specific right-of-way application and APD.

12. Other Information:

All operations will be conducted in such a manner that full compliance is made with all applicable laws, regulations, Onshore Oil and Gas Orders, the approved Plan of Operations, and any applicable Notice to Lessees. The operator is fully responsible for the actions of his subcontractors. A copy of these conditions will be furnished to the field representative to ensure compliance.

The operator will control noxious weeds along access road use authorizations, pipeline route authorizations, well sites or other applicable facilities. A list of noxious weeds may be obtained from the DWR, BLM or the appropriate County Extension Office. On DWR administered land, it is required that a Pesticide Use Proposal be submitted and approved prior to the application of herbicides or other pesticides or possibly hazardous chemicals.

Drilling rigs and/or equipment used during drilling operations on this location will not be stacked or stored on DWR administered lands after the conclusion of drilling operations or at any other time without authorization by the DWR.

A class III archaeological survey has been conducted with reports submitted to the DWR. All personnel will refrain from collecting artifacts and from disturbing any significant cultural resources in the area. The operator is responsible for informing all persons in the area who are associated with this project that they may be subject to prosecution for knowingly disturbing historic or archaeological sites or for collecting artifacts. All vehicular traffic, personnel movement, construction, and restoration activities shall be confined to the areas examined, as referenced in the archaeological report, and to the existing roadways and/or evaluated access routes. If historic or archaeological materials are uncovered during construction, the Operator is to immediately stop work that might further disturb such materials and contact the DWR.

13. Operator's Representatives:

<p>Matt Barber Permit Analyst (303) 312-8813 4818 Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, Colorado 80202</p>	<p>Tracey L. Fallang Direct: Mobile: (720) 272-1740 303) 596-</p>
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Exhibit D, cont'd
Surface Use and Operations Plan for Indian Canyon and Blacktail Ridge Development
Project Area Duchesne County, Utah

David Watts – Landman
Bill Barrett Corporation
1099 18th Street, Suite 2300
Denver, Colorado 80202

Direct: (303) 312-8544

Don Hamilton – Agent
Buys & Associates, Inc.
2580 Creekview Road
Moab, Utah 84532

Direct: (435) 719-2018
Mobile: (435) 650-3866

Exhibit EG
Reclamation Bond Number LPM9002033

Bond Number LPM9002033

Easement Permit Bond

KNOW ALL MEN BY THESE PRESENTS, That We Bill Barrett Corporation

of Denver, CO

hereinafter referred to as the Principal, and Fidelity and Deposit Company of Maryland

a corporation organized and existing under the laws of the State of Maryland

and authorized to do business in the State of Utah as Surety, are held and firmly

bound unto State of Utah, Department of Natural Resources, Division of Wildlife Resources, 1594 W. North Temple, Ste 2110, SLC, UT

herein after referred to as Obligor, in the sum of Four Hundred Seventeen Thousand Three Hundred and Fifty and no/100 Dollars (\$417,350.00) lawful money of the United States of America to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, the Principal has applied for a license or permit for DUC-1002EA-122 for the following well sites: 14-34-46 DLB, 16-33-46 DLB and 5-34-46 DLB and their supporting roads and pipelines for the term beginning the 31st of March 2010 and ending the 31st day of March 2011 to cover the term of said License or Permit.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of this lease according to the requirements of the ordinance of said Obligor and protect said Obligor from any damage as hereinbefore stated, then this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND WILL continue in force until March 31, 2011 and will continue with a Continuation Certificate signed by Principal and Surety.

SIGNED, SEALED and DATED this 31st day of March 2010

Bill Barrett Corporation

Principal

By: Huntington T. Walker
Huntington T. Walker
Sr. Vice President - Land
Fidelity and Deposit Company of Maryland

Surety

By: Jana M. Forrest
Jana M. Forrest, Attorney-in-Fact



Exhibit EG, cont'd
Reclamation Bond Number LPM9002033

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, designate and appoint Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND, Kathleen A. SNYDER and Emily R. TERHUNE, all of Wichita, Kansas, as its duly authorized attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of those functions shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Scott T. POST, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Erica M. PLUMMER, Desiree E. WESTMORELAND, Kathleen A. SNYDER, dated June 19, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 9th day of March, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregory E. Murray

By:

David S. Hewett

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland }
City of Baltimore } ss:

On this 9th day of March, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and swear, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument in the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Duen

Constance A. Duen

Notary Public

My Commission Expires: July 14, 2011

COOPERATIVE AGREEMENT

between

BILL BARRETT CORPORATION

and the

UTAH DIVISION OF WILDLIFE RESOURCES

for

Mitigation Related to Oil and Gas Field Development on the Indian Canyon Wildlife Management Area

WHEREAS, Bill Barrett Corporation ("BBC") and their agents/contractors, desire to construct well pads, roads, and pipelines, and drill three (3) oil and natural gas wells, said wells specifically identified as wells #5-34-46 DLB, #14-34-46 DLB, and #16-33-46 DLB, beginning in the Summer, 2011 and running until completion without having to undergo delays related to winter wildlife closures during the term of this agreement; and,

WHEREAS, in recognition of the crucial wildlife habitat values found in the area, BBC sought to coordinate early with Utah Division of Wildlife Resources (DWR) staff and to develop practicable solutions which enabled field development and also provided for compensatory mitigation to support habitat restoration benefiting wildlife; and,

WHEREAS, the Division has assessed wildlife habitat conditions in the area, and identified specific opportunities to compensate for unavoidable effects of oil and gas field related disturbance by instituting specific wildlife habitat restoration practices which would yield substantial benefits for wildlife; and,

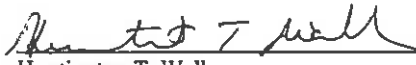
WHEREAS, the Division in this instance feels that it would be in the best interests of wildlife to accept a commensurate payment from BBC, who have worked diligently to mitigate for their construction impacts by coordinating early with DWR staff, which would enable DWR and their cooperators to conduct habitat treatments of a type and extent which would serve wildlife and also supply BBC's compensatory mitigation.

NOW, THEREFORE, let this document serve to capture the essence of the agreement by BBC and DWR, to the effect that BBC has or will issue to DWR a single, **Twenty-six Thousand Dollar (\$26,000)** compensatory mitigation payment, plus a **Five-Thousand, Two-Hundred Dollar (\$5,200)** payment for each well in the process of being drilled or completed at any time between the dates of December 1 and April 15 (winter closure period) during the term of this agreement, specifically intended to enable DWR to conduct several hundred acres of habitat restoration, situated reasonably near the originally impacted wildlife habitats, as DWR determined would be most effective for benefiting wildlife populations of the area. The funds may be used for any related expense pertaining to such wildlife habitat treatments as may be conducted in the general area, but not for unrelated purposes or distantly removed locations.

Exhibit H, cont'd
Cooperative Agreement

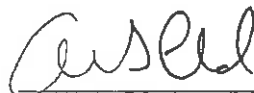
The term of this agreement shall commence on the date of the last signature below, and shall terminate at midnight on April 15, 2012.

AGREED TO BY:


Huntington T. Walker

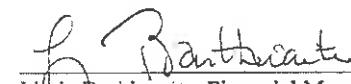
Date 

Sr. Vice President - Land
Bill Barrett Corporation


James F. Karpowitz, Director
Utah Division of Wildlife Resources
Salt Lake City, UT

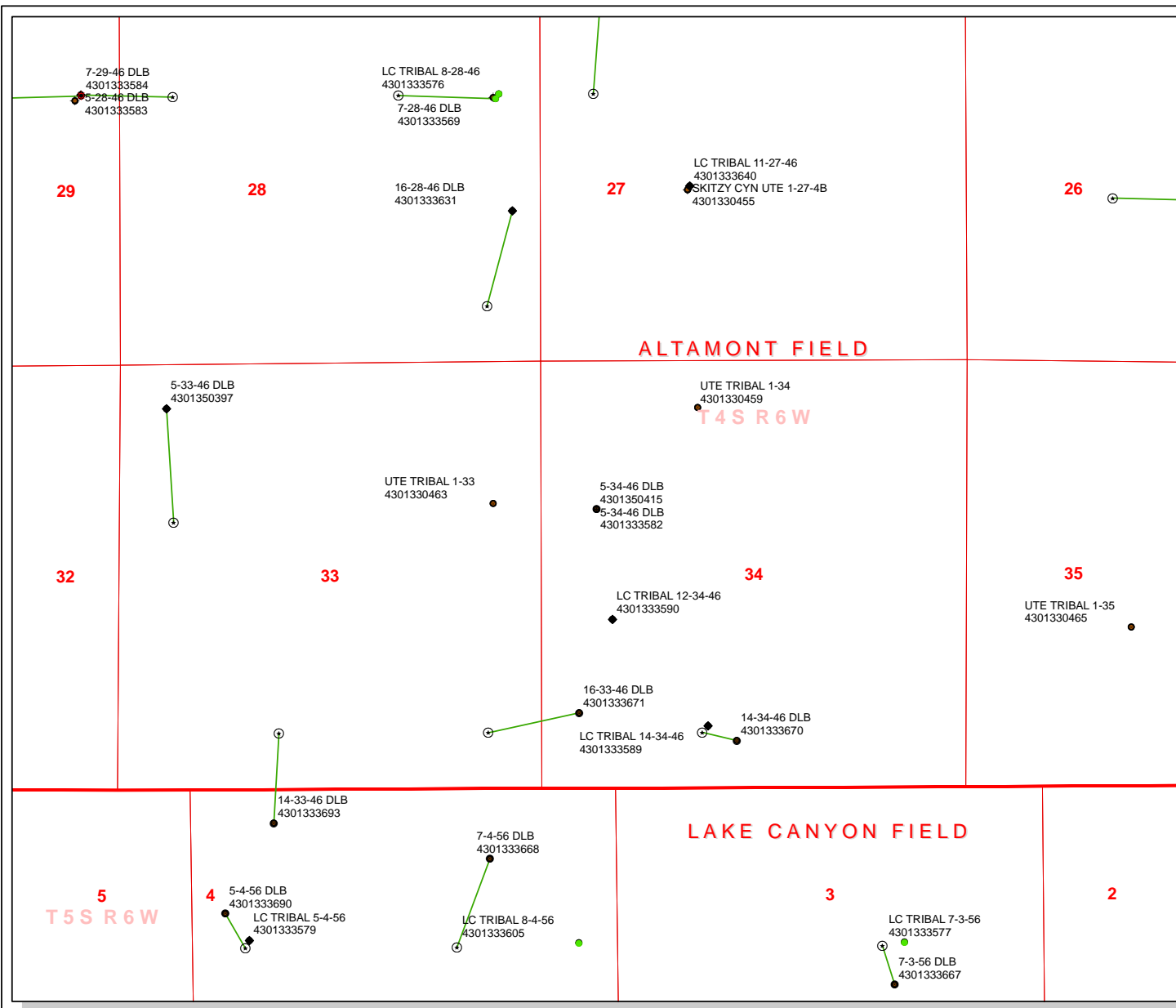
7/29/10

Date


Linda Braithwaite, Financial Manager
Utah Division of Wildlife Resources
Salt Lake City, UT

7/29/10

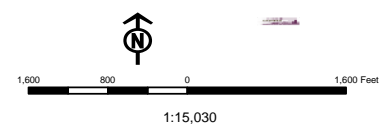
Date



API Number: 4301350415
Well Name: 5-34-46 DLB
Township 04.0 S Range 06.0 W Section 34
Meridian: UBM
Operator: BILL BARRETT CORP

Map Prepared:
 Map Produced by Diana Mason

- | Units | Wells Query |
|-----------------------------|------------------------------------|
| STATUS | STATUS |
| ACTIVE | APD - Approved Permit |
| EXPLORATORY | DRL - Spudded (Drilling Commenced) |
| GAS STORAGE | GW - Gas Injection |
| NF PP OIL | GS - Gas Storage |
| NF SECONDARY | LA - Location Abandoned |
| PI OIL | LOC - New Location |
| PP GAS | OPS - Operation Suspended |
| PP GEOTHERMAL | PA - Plugged Abandoned |
| PP OIL | PGW - Producing Gas Well |
| SECONDARY | POW - Producing Oil Well |
| TERMINATED | RET - Returned APD |
| Fields | SGW - Shut-in Gas Well |
| Sections | SOW - Shut-in Oil Well |
| Township | TA - Temp. Abandoned |
| Bottom Hole Location - AGRC | TW - Test Well |
| | WDW - Water Disposal |
| | WW - Water Injection Well |
| | WSW - Water Supply Well |



ON-SITE PREDRILL EVALUATION**Utah Division of Oil, Gas and Mining**

Operator BILL BARRETT CORP
Well Name 5-34-46 DLB
API Number 43013504150000 **APD No** 2901 **Field/Unit** ALTAMONT
Location: 1/4,1/4 SWNW **Sec** 34 **Tw** 4.0S **Rng** 6.0W 1854 FNL 683 FWL
GPS Coord (UTM) 537907 4437839 **Surface Owner**

Participants

Floyd Bartlett (DOGM), Ben William (UDWR-Surface Owner), Jeff White (Bill Barrett Corp.), Don Hamilton (BUYS), James Hereford (BLM NRS), Aaron Roe (BLM Botanist), William Civish (BLM NRS), Roger Mitchell (Dirt Contractor) (See Other Comments for additional

Regional/Local Setting & Topography

The location is proposed in the middle Skitzzy area between the Right Fork of Indian Canyon and Lake Canyon. The area is approximately 13 road miles southwest of Duchesne, Utah. Access from the Indian Canyon State Highway 91 is following the Skitzzy road about 6.6 miles then along a road which has been up-graded 1.9 miles. From this point a new road 350 feet in length will be constructed. The non-highway access is across Ute Tribal, Utah Division of Wildlife Resources and private lands.

General topography in the area is broken pinion-juniper ridges with frequent draws and interspersed bench lands. Slopes are not excessively steep on top of the benches or ridges, but side slopes are frequently overly steep. All drainages are ephemeral and no seeps, springs or surface water are known to exist in the area.

The proposed # 5-34-46 DLB gas well on the south edge of an old pinion-juniper chaining project and which has a gentle north slope extending from a broad-topped ridge. Topography to the north steepens into a draw. No drainage concerns exist.

Surface Use Plan**Current Surface Use**

Grazing
 Recreational
 Wildlife Habitat
 Deer Winter Range

New Road Miles	Well Pad	Src Const Material	Surface Formation
0.06	Width 280 Length 375	Onsite	UNTA

Ancillary Facilities N

Waste Management Plan Adequate?**Environmental Parameters**

Affected Floodplains and/or Wetlands N

Flora / Fauna

The location is on the south outer edge of an old pinion-juniper chaining project. A good vegetative cover exists consisting of big sagebrush, Great Basin wild rye, slender wheat grass, crested wheat grass, petradoria, birch leaf mahogany, blue gramma, small burnett. rabbit brush and elderberry.. Moderate elk use has occurred in the area.

Elk, deer, coyotes, rabbits and small mammals, birds and raptors.

Soil Type and Characteristics

Shallow rocky sandy loam

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diverson Required? N

Berm Required? N

Erosion Sedimentation Control Required? N

Paleo Survey Run? N **Paleo Potential Observed?** N **Cultural Survey Run?** Y **Cultural Resources?** N

Reserve Pit

Site-Specific Factors

Site Ranking

Distance to Groundwater (feet)	>200	0
Distance to Surface Water (feet)	>1000	0
Dist. Nearest Municipal Well (ft)	>5280	0
Distance to Other Wells (feet)	300 to 1320	10
Native Soil Type	Mod permeability	10
Fluid Type	Fresh Water	5
Drill Cuttings	Normal Rock	0
Annual Precipitation (inches)	10 to 20	5
Affected Populations		
Presence Nearby Utility Conduits	Not Present	0
Final Score	30	1 Sensitivity Level

Characteristics / Requirements

A reserve pit 100' x 200' is planned in the south east side of the location. A 20-mil liner with a sub-felt liner will be used.

Closed Loop Mud Required? N **Liner Required?** Y **Liner Thickness** 20 **Pit Underlayment Required?** Y

Other Observations / Comments

Floyd Bartlett (DOGM), Ben William (UDWR-Surface Owner), Jeff White (Bill Barrett Corp.), Don Hamilton (BUYS), James Hereford (BLM NRS), Aaron Roe (BLM Botanist), William Civish (BLM NRS), Roger Mitchell (Dirt Contractor), Mike Coonrod and Dave Basengeri (EIS).

This location was previously pre-sited on 03/27/07. The permit was assigned API # 4301333582 and APD # 292.

Floyd Bartlett
Evaluator

8/19/2010
Date / Time

Application for Permit to Drill Statement of Basis

9/1/2010

Utah Division of Oil, Gas and Mining

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APD No	API WellNo	Status	Well Type	Surf Owner	CBM
2901	43013504150000	SITLA	GW	S	No
Operator	BILL BARRETT CORP		Surface Owner-APD		
Well Name	5-34-46 DLB		Unit		
Field	ALTAMONT		Type of Work		
			DRILL		
Location	SWNW 34 4S 6W U 1854 FNL 683 FWL GPS Coord (UTM) 537896E 4437838N				

Geologic Statement of Basis

The mineral rights for the proposed well are owned by the Ute Tribe. The BLM will be the agency responsible for evaluating and approving the drilling, casing and cement programs.

Brad Hill
APD Evaluator

8/24/2010
Date / Time

Surface Statement of Basis

The location is proposed in the middle Skitzzy area between the Right Fork of Indian Canyon and Lake Canyon. The area is approximately 13 road miles southwest of Duchesne, Utah. Access from the Indian Canyon State Highway 91 is following the Skitzzy road about 6.6 miles then along a road which has been up-graded 1.9 miles. From this point a new road 350 feet in length will be constructed. The non-highway access is across Ute Tribal, Utah Division of Wildlife Resources and private lands.

General topography in the area is broken pinion-juniper ridges with frequent draws and interspersed bench lands. Slopes are not excessively steep on top of the benches or ridges, but side slopes are frequently overly steep. All drainages are ephemeral and no seeps, springs or surface water are known to exist in the area.

The proposed # 5-34-46 DLB gas well on the south edge of an old pinion-juniper chaining project and which has a gentle north slope extending from a broad-topped ridge. Topography to the north steepens into a draw. No drainage concerns exist.

The Utah Division of Wildlife Resources owns the surface for this location and the minerals are owned by the US Government and held in trust for the Ute Indian Tribe. The Mr. James Hereford of the BLM, who represents the Ute Indian Tribe, arranged for the pre-site visit. He and other BLM representatives had no concerns regarding the site. .

The selected location appears suitable for drilling and operating a well.

Mr. Ben Williams, representing the UDWR who owns the surface, stated the site is classified as crucial winter habitat for elk and deer. To reduce the impact on wintering deer and elk the UDWR require, as part of their surface use agreement, that no road or pad construction, drilling or use of work-over rigs occur during the critical wintering period of December 1 thru April 15.

Floyd Bartlett
Onsite Evaluator

8/19/2010
Date / Time

Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 20 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.

Application for Permit to Drill Statement of Basis

9/1/2010

Utah Division of Oil, Gas and Mining

Page 2

Surface

The well site shall be bermed to prevent fluids from leaving the pad.

WORKSHEET

APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 8/6/2010

WELL NAME: 5-34-46 DLB

OPERATOR: BILL BARRETT CORP (N2165)

CONTACT: Elaine Winick

API NO. ASSIGNED: 43013504150000

PHONE NUMBER: 303 293-9100

PROPOSED LOCATION: SWNW 34 040S 060W

SURFACE: 1854 FNL 0683 FWL

BOTTOM: 1854 FNL 0683 FWL

COUNTY: DUCHESNE

LATITUDE: 40.09187

UTM SURF EASTINGS: 537896.00

FIELD NAME: ALTAMONT

LEASE TYPE: 2 - Indian

LEASE NUMBER: 20G0005500

SURFACE OWNER: 3 - State

Permit Tech Review: ☒

Engineering Review: ☐

Geology Review: ☒

LONGITUDE: -110.55546

NORTHINGS: 4437838.00

PROPOSED PRODUCING FORMATION(S): GREEN RIVER-WASATCH

COALBED METHANE: NO

RECEIVED AND/OR REVIEWED:

☒ **PLAT**

☒ **Bond:** INDIAN - LPM 879501

☐ **Potash**

☐ **Oil Shale 190-5**

☐ **Oil Shale 190-3**

☐ **Oil Shale 190-13**

☒ **Water Permit:** Duchesne City Culinary Water Dock

☐ **RDCC Review:**

☒ **Fee Surface Agreement**

☐ **Intent to Commingle**

Commingle Approved

LOCATION AND SITING:

☐ **R649-2-3.**

Unit:

☐ **R649-3-2. General**

☐ **R649-3-3. Exception**

☒ **Drilling Unit**

Board Cause No: R649-3-2

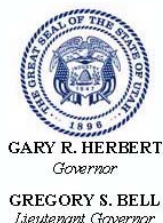
Effective Date:

Siting:

☐ **R649-3-11. Directional Drill**

Comments: Presite Completed
SURF OWNER DWR:

Stipulations: 4 - Federal Approval - dmason
5 - Statement of Basis - bhll
23 - Spacing - dmason



State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

Permit To Drill

Well Name: 5-34-46 DLB
API Well Number: 43013504150000
Lease Number: 20G0005500
Surface Owner: STATE
Approval Date: 9/1/2010

Issued to:

BILL BARRETT CORP, 1099 18th Street Ste 2300, Denver, CO 80202

Authority:

Pursuant to Utah Code Ann. §40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of R649-3-2. The expected producing formation or pool is the GREEN RIVER-WASATCH Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

Duration:

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date

General:

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

Conditions of Approval:

State approval of this well does not supercede the required federal approval, which must be obtained prior to drilling.

This proposed well is located in an area for which drilling units (well spacing patterns) have not been established through an order of the Board of Oil, Gas and Mining (the "Board"). In order to avoid the possibility of waste or injury to correlative rights, the operator is requested, once the well has been drilled, completed, and has produced, to analyze geological and engineering data generated therefrom, as well as any similar data from surrounding areas if available. As soon as is practicable after completion of its analysis, and if the analysis suggests an area larger than the quarter-quarter section upon which the well is located is being drained, the operator is requested to seek an appropriate order from the Board establishing drilling and spacing units in conformance with such analysis by filing a Request for Agency Action with the Board.

Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis (copy attached).

Notification Requirements:

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during

drilling of this well:

- Within 24 hours following the spudding of the well – contact Carol Daniels at 801-538-5284 (please leave a voicemail message if not available)
- OR
- submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website at <https://oilgas.ogm.utah.gov>

Reporting Requirements:

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited to:

- Entity Action Form (Form 6) – due within 5 days of spudding the well
- Monthly Status Report (Form 9) – due by 5th day of the following calendar month
- Requests to Change Plans (Form 9) – due prior to implementation
- Written Notice of Emergency Changes (Form 9) – due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) – due prior to implementation
- Report of Water Encountered (Form 7) – due within 30 days after completion
- Well Completion Report (Form 8) – due within 30 days after completion or plugging

Approved By:



Acting Associate Director, Oil & Gas

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR PERMIT TO DRILL OR REENTER

FORM APPROVED
OMB No. 1004-0137
Expires July 31, 2010

5. Lease Serial No.
2OG0005500

6. If Indian, Allottee or Tribe Name

7. If Unit or CA Agreement, Name and No.

8. Lease Name and Well No.
5-34-46 DLB

9. API Well No.

43-013-50415

10. Field and Pool, or Exploratory
ALTAMONT

11. Sec., T. R. M. or Blk. and Survey or Area
SEC 34 T4S R6W Mer SLB

12. County or Parish
DUCHESNE

13. State
UT

1a. Type of work: ☒ DRILL ☐ REENTER

1b. Type of Well: ☒ Oil Well ☐ Gas Well ☐ Other ☐ Single Zone ☒ Multiple Zone

2. Name of Operator Bill Barrett Corporation

3a. Address 1099 18th Street, Suite 2300
Denver CO 80202

3b. Phone No. (include area code)
303-312-8134

4. Location of Well (Report location clearly and in accordance with any State requirements.)*

At surface SWNW 1854 FNL 683 FWL

At proposed prod. zone SWNW 1854 FNL 683 FWL

14. Distance in miles and direction from nearest town or post office*
13 MILES SOUTHWEST OF DUCHESNE COUNTY, UT

15. Distance from proposed* 683
location to nearest
property or lease line, ft.
(Also to nearest drig. unit line, if any)

16. No. of acres in lease
640.00

17. Spacing Unit dedicated to this well
640.00

18. Distance from proposed location* 5250
to nearest well, drilling, completed,
applied for, on this lease, ft.

19. Proposed Depth
7200 MD, 7200 TVD

20. BLM/BIA Bond No. on file
LPM879501

21. Elevations (Show whether DF, KDB, RT, GL, etc.)
7343 GL

22. Approximate date work will start*
09/19/2010

23. Estimated duration
65 DAYS (D&C)

24. Attachments

The following, completed in accordance with the requirements of Onshore Oil and Gas Order No.1, must be attached to this form:

1. Well plat certified by a registered surveyor.
2. A Drilling Plan.
3. A Surface Use Plan (if the location is on National Forest System Lands, the SUPO must be filed with the appropriate Forest Service Office).

4. Bond to cover the operations unless covered by an existing bond on file (see Item 20 above).
5. Operator certification
6. Such other site specific information and/or plans as may be required by the BLM.

25. Signature

Tracey Fallang

Name (Printed/Typed)
TRACEY FALLANG

Date
08/09/2010

Title

REGULATORY MANAGER

Approved by (Signature)

James H. Sparger
Acting Assistant Field Manager
Lands & Mineral Resources

Name (Printed/Typed)

James H. Sparger

Date
SEP 03 2010

Office

VERNAL FIELD OFFICE

Application approval does not warrant or certify that the applicant holds legal or equitable title to those rights in the subject lease which would entitle the applicant to conduct operations thereon.
Conditions of approval, if any, are attached.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 2)

*(Instructions on page 2)

RECEIVED

SEP 15 2010

DIV. OF OIL, GAS & MINING

AUG 10 2010

Original 3/2/07

UDOGM

NOTICE OF APPROVAL

09BM0695A

BLM VERNAL UTAH

CONDITIONS OF APPROVAL ATTACHED



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
VERNAL FIELD OFFICE

170 South 500 East

VERNAL, UT 84078

(435) 781-4400



CONDITIONS OF APPROVAL FOR APPLICATION FOR PERMIT TO DRILL

Company: Bill Barrett Corporation
Well No: 5-34-46 DLB
API No: 43-013-50415

Location: SWNW, Sec. 34, T4S, R6W
Lease No: 2OG0005500
Agreement: N/A

OFFICE NUMBER: (435) 781-4400

OFFICE FAX NUMBER: (435) 781-3420

**A COPY OF THESE CONDITIONS SHALL BE FURNISHED TO YOUR
FIELD REPRESENTATIVE TO INSURE COMPLIANCE**

All lease and/or unit operations are to be conducted in such a manner that full compliance is made with the applicable laws, regulations (43 CFR Part 3160), and this approved Application for Permit to Drill including Surface and Downhole Conditions of Approval. The operator is considered fully responsible for the actions of his subcontractors. A copy of the approved APD must be on location during construction, drilling, and completion operations. **This permit is approved for a two (2) year period, or until lease expiration, whichever occurs first. An additional extension, up to two (2) years, may be applied for by sundry notice prior to expiration.**

NOTIFICATION REQUIREMENTS

Construction Activity (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- The Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist shall be notified at least 48 hours in advance of any construction activity. The Ute Tribal office is open Monday through Thursday.
Construction Completion (Notify Ute Tribe Energy & Minerals Dept. and BLM Environmental Scientist)	- Upon completion of the pertinent APD/ROW construction, notify the Ute Tribe Energy & Minerals Dept. for a Tribal Technician to verify the Affidavit of Completion. Notify the BLM Environmental Scientist prior to moving on the drilling rig.
Spud Notice (Notify BLM Petroleum Engineer)	- Twenty-Four (24) hours prior to spudding the well.
Casing String & Cementing (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to running casing and cementing all casing strings to: ut_vn_opreport@blm.gov .
BOP & Related Equipment Tests (Notify BLM Supv. Petroleum Tech.)	- Twenty-Four (24) hours prior to initiating pressure tests.
First Production Notice (Notify BLM Petroleum Engineer)	- Within Five (5) business days after new well begins or production resumes after well has been off production for more than ninety (90) days.

***SURFACE USE PROGRAM
CONDITIONS OF APPROVAL (COAs)***

Category	Condition
Pits	A synthetic liner with a minimum thickness of 20 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The reserve pit shall be fenced upon completion of drilling operations.
Surface	The well site shall be bermed to prevent fluids from leaving the pad.
<ul style="list-style-type: none">• Any deviation from submitted APD's and ROW applications the operator will notify the BLM in writing and will receive written authorization of any such change with appropriate authorization.• The operator will implement "Safety and Emergency Plan." The operator's safety director will ensure its compliance.• All operator employees and/or authorized personnel (sub-contractors) in the field will have approved applicable APD's and ROW permits/authorizations on their person(s) during all phases of construction.• All vehicular traffic, personnel movement, construction/restoration operations shall be confined to the area examined and approved, and to the existing roadways and/or evaluated access routes.• All personnel shall refrain from collecting artifacts, any paleontological fossils, and from disturbing any significant cultural resources in the area.• The personnel from either the UDWR or BLM shall be notified should cultural remains from subsurface deposits be exposed or identified during construction. All construction will cease.• Production facilities will be painted Juniper Green to blend in with the surrounding habitat, unless otherwise stated from the Utah Division of Wildlife Resources.• BBC will monitor for any noxious weeds and control those weeds on the proposed location until the location is Plugged and Abandoned and the Final Abandonment Notice is approved.• Reclamation of the disturbed areas will follow UDWR reclamation guidelines as stated in the Easement Agreement No. DUC-1002EA-122.	

**DOWNHOLE PROGRAM
CONDITIONS OF APPROVAL (COAs)**

SITE SPECIFIC DOWNHOLE COAs:

- All casing strings below the conductor shall be pressure tested to .22 psi/ft or 1500 psi, whichever is greater, but not to exceed 70% of internal yield.
- A surface casing shoe integrity test shall be performed.
- Production casing cement shall be at a minimum 200' above the surface shoe and a CBL shall be run to top of cement. A field copy shall be provided to the Vernal Field Office.

All provisions outlined in Onshore Oil & Gas Order #2 Drilling Operations shall be strictly adhered to. The following items are emphasized:

DRILLING/COMPLETION/PRODUCING OPERATING STANDARDS

- The spud date and time shall be reported orally to Vernal Field Office within 24 hours of spudding.
- Notify Vernal Field Office Supervisory Petroleum Engineering Technician at least 24 hours in advance of casing cementing operations and BOPE & casing pressure tests.
- All requirements listed in Onshore Order #2 III. E. Special Drilling Operations are applicable for air drilling of surface hole.
- Blowout prevention equipment (BOPE) shall remain in use until the well is completed or abandoned. Closing unit controls shall remain unobstructed and readily accessible at all times. Choke manifolds shall be located outside of the rig substructure.
- All BOPE components shall be inspected daily and those inspections shall be recorded in the daily drilling report. Components shall be operated and tested as required by Onshore Oil & Gas Order No. 2 to insure good mechanical working order. All BOPE pressure tests shall be performed by a test pump with a chart recorder and **NOT** by the rig pumps. Test shall be reported in the driller's log.
- BOP drills shall be initially conducted by each drilling crew within 24 hours of drilling out from under the surface casing and weekly thereafter as specified in Onshore Oil & Gas Order No. 2.
- Casing pressure tests are required before drilling out from under all casing strings set and cemented in place.
- No aggressive/fresh hard-banded drill pipe shall be used within casing.
- **Cement baskets shall not be run on surface casing.**
- The operator must report all shows of water or water-bearing sands to the BLM. If flowing water is encountered it must be sampled, analyzed, and a copy of the analyses submitted to the BLM Vernal Field Office.

- The operator must report encounters of all non oil & gas mineral resources (such as Gilsonite, tar sands, oil shale, trona, etc.) to the Vernal Field Office, in writing, within 5 working days of each encounter. Each report shall include the well name/number, well location, date and depth (from KB or GL) of encounter, vertical footage of the encounter and, the name of the person making the report (along with a telephone number) should the BLM need to obtain additional information.
- A complete set of angular deviation and directional surveys of a directional well will be submitted to the Vernal BLM office engineer within 30 days of the completion of the well.
- While actively drilling, chronologic drilling progress reports shall be filed directly with the BLM, Vernal Field Office on a weekly basis in sundry, letter format or e-mail to the Petroleum Engineers until the well is completed.
- A cement bond log (CBL) will be run from the production casing shoe to the top of cement and shall be utilized to determine the bond quality for the production casing. Submit a field copy of the CBL to this office.
- **Please submit an electronic copy of all other logs run on this well in LAS format to UT_VN_Welllogs@BLM.gov. This submission will supersede the requirement for submittal of paper logs to the BLM.**
- There shall be no deviation from the proposed drilling, completion, and/or workover program as approved. Safe drilling and operating practices must be observed. Any changes in operation must have prior approval from the BLM Vernal Field Office.

OPERATING REQUIREMENT REMINDERS:

- All wells, whether drilling, producing, suspended, or abandoned, shall be identified in accordance with 43 CFR 3162.6. There shall be a sign or marker with the name of the operator, lease serial number, well number, and surveyed description of the well.
- In accordance with 43 CFR 3162.4-3, this well shall be reported on the "Monthly Report of Operations" (Oil and Gas Operations Report ((OGOR)) starting with the month in which operations commence and continue each month until the well is physically plugged and abandoned. This report shall be filed in duplicate, directly with the Minerals Management Service, P.O. Box 17110, Denver, Colorado 80217-0110, or call 1-800-525-7922 (303) 231-3650 for reporting information.
- Should the well be successfully completed for production, the BLM Vernal Field office must be notified when it is placed in a producing status. Such notification will be by written communication and must be received in this office by not later than the fifth business day following the date on which the well is placed on production. The notification shall provide, as a minimum, the following informational items:
 - Operator name, address, and telephone number.
 - Well name and number.
 - Well location (¼¼, Sec., Twn, Rng, and P.M.).
 - Date well was placed in a producing status (date of first production for which royalty will be paid).
 - The nature of the well's production, (i.e., crude oil, or crude oil and casing head gas, or natural gas and entrained liquid hydrocarbons).
 - The Federal or Indian lease prefix and number on which the well is located; otherwise the non-Federal or non-Indian land category, i.e., State or private.
 - Unit agreement and/or participating area name and number, if applicable.
 - Communitization agreement number, if applicable.
- Any venting or flaring of gas shall be done in accordance with Notice to Lessees (NTL) 4A and needs prior approval from the BLM Vernal Field Office.
- All undesirable events (fires, accidents, blowouts, spills, discharges) as specified in NTL 3A will be reported to the BLM, Vernal Field Office. Major events, as defined in NTL3A, shall be reported verbally within 24 hours, followed by a written report within 15 days. "Other than Major Events" will be reported in writing within 15 days. "Minor Events" will be reported on the Monthly Report of Operations and Production.
- Whether the well is completed as a dry hole or as a producer, "Well Completion and Recompletion Report and Log" (BLM Form 3160-4) shall be submitted not later than 30 days after completion of the well or after completion of operations being performed, in accordance with 43 CFR 3162.4-1. Two copies of all logs run, core descriptions, and all other surveys or

data obtained and compiled during the drilling, workover, and/or completion operations, shall be filed on BLM Form 3160-4. Submit with the well completion report a geologic report including, at a minimum, formation tops, and a summary and conclusions. Also include deviation surveys, sample descriptions, strip logs, core data, drill stem test data, and results of production tests if performed. Samples (cuttings, fluid, and/or gas) shall be submitted only when requested by the BLM, Vernal Field Office.

- All off-lease storage, off-lease measurement, or commingling on-lease or off-lease, shall have prior written approval from the BLM Vernal Field Office.
- Oil and gas meters shall be calibrated in place prior to any deliveries. The BLM Vernal Field Office Petroleum Engineers will be provided with a date and time for the initial meter calibration and all future meter proving schedules. A copy of the meter calibration reports shall be submitted to the BLM Vernal Field Office. All measurement facilities will conform to the API standards for liquid hydrocarbons and the AGA standards for natural gas measurement. All measurement points shall be identified as the point of sale or allocation for royalty purposes.
- A schematic facilities diagram as required by Onshore Oil & Gas Order No. 3 shall be submitted to the BLM Vernal Field Office within 30 days of installation or first production, whichever occurs first. All site security regulations as specified in Onshore Oil & Gas Order No. 3 shall be adhered to. All product lines entering and leaving hydrocarbon storage tanks will be effectively sealed in accordance with Onshore Oil & Gas Order No. 3.
- Any additional construction, reconstruction, or alterations of facilities, including roads, gathering lines, batteries, etc., which will result in the disturbance of new ground, shall require the filing of a suitable plan and need prior approval of the BLM Vernal Field Office. Emergency approval may be obtained orally, but such approval does not waive the written report requirement.
- No location shall be constructed or moved, no well shall be plugged, and no drilling or workover equipment shall be removed from a well to be placed in a suspended status without prior approval of the BLM Vernal Field Office. If operations are to be suspended for more than 30 days, prior approval of the BLM Vernal Field Office shall be obtained and notification given before resumption of operations.
- Pursuant to Onshore Oil & Gas Order No. 7, this is authorization for pit disposal of water produced from this well for a period of 90 days from the date of initial production. A permanent disposal method must be approved by this office and in operation prior to the end of this 90-day period. In order to meet this deadline, an application for the proposed permanent disposal method shall be submitted along with any necessary water analyses, as soon as possible, but no later than 45 days after the date of first production. Any method of disposal which has not been approved prior to the end of the authorized 90-day period will be considered as an Incident of Noncompliance and will be grounds for issuing a shut-in order until an acceptable manner for disposing of said water is provided and approved by this office.
- Unless the plugging is to take place immediately upon receipt of oral approval, the Field Office Petroleum Engineers must be notified at least 24 hours in advance of the plugging of the well, in order that a representative may witness plugging operations. If a well is suspended or abandoned, all pits must be fenced immediately until they are backfilled. The "Subsequent Report of Abandonment" (Form BLM 3160-5) must be submitted within 30 days after the actual plugging of the well bore, showing location of plugs, amount of cement in each, and amount of casing left in hole, and the current status of the surface restoration.

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9			
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		5. LEASE DESIGNATION AND SERIAL NUMBER: 20G0005500			
1. TYPE OF WELL Gas Well		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: Ute			
2. NAME OF OPERATOR: BILL BARRETT CORP		7. UNIT or CA AGREEMENT NAME:			
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		8. WELL NAME and NUMBER: 5-34-46 DLB			
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		9. API NUMBER: 43013504150000			
PHONE NUMBER: 303 312-8164 Ext		9. FIELD and POOL or WILDCAT: ALTAMONT			
COUNTY: DUCHESNE		STATE: UTAH			
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA					
TYPE OF SUBMISSION	TYPE OF ACTION				
<input checked="" type="checkbox"/> NOTICE OF INTENT Approximate date work will start: 11/20/2010 <input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input checked="" type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/> </td> </tr> </table>		<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input checked="" type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>
<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input checked="" type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>			
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. In accordance with Utah Division of Oil, Gas, and Mining's Rule 649-3-22, Completion Into Two or More Pools, BBC is submitting this sundry to request commingling approval for the Wasatch and Green River formations. Oil and associated gas compositions are similar across all formations. The pressure profile across the formations is similar and BBC does not anticipate any cross flow. Production is considered to be from one pool, as has been determined with respect to lands 1 mile north of the subject lands via Docket No. 2010-008 Order No. 139-85 executed on March 11, 2010. In the event that allocation by zone or interval is required, BBC would use representative sampling obtained from production logs and allocate on a percentage basis by zone or interval.					
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Accepted by the Utah Division of Oil, Gas and Mining Date: October 14, 2010 By: </div> <div style="width: 35%; text-align: right;"> </div> </div>					
NAME (PLEASE PRINT) Tracey Fallang	PHONE NUMBER 303 312-8134	TITLE Regulatory Analyst			
SIGNATURE N/A	DATE 9/14/2010				



Bill Barrett Corporation

AFFIDAVIT OF NOTICE

My Name is David M. Watts. I am a Landman with Bill Barrett Corporation (BBC). BBC has submitted Sundry Notices to commingle production from the Wasatch and Green River formations in the following well within the Lake Canyon Exploration and Development Agreement Area:

5-34-46 DLB Well

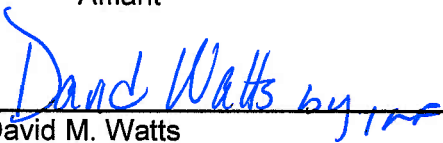
SWNW 34 T4S-R6W

In compliance with the Utah OGM regulation R649-3-22, I have provided a copy of the Sundry Notices, by certified mail, to the owners as listed below of all contiguous oil and gas leases or drilling units overlying the pool.

United States Department of the Interior
Bureau of Indian Affairs – Uintah and Ouray Agency
Attention: Daniel Picard – Superintendent
988 South 7500 East
Fort Duchesne, Utah 84026
Telephone: (435) 722-4300

Date: September 14th, 2010

Affiant



David M. Watts
Landman

1099 18TH STREET
SUITE 2300
DENVER, CO 80202
P 303.293.9100
F 303.291.0420

RECEIVED September 14, 2010



Bill Barrett Corporation

September 14, 2010

United States Department of the Interior
Bureau of Indian Affairs – Uintah and Ouray Agency
Attention: Daniel Picard – Superintendent
988 South 7500 East
Fort Duchesne, Utah 84026

RE: Sundry Notices
Lake Canyon 5-34-46 DLB
Duchesne County, UT

Dear Mr. Picard:

Bill Barrett Corporation has submitted Sundry Notices to commingle production from the Wasatch and Green River formations in the subject well. We enclosed herewith copies of the Sundry Notice together with a plat showing the leases and wells in the area and affidavit confirming notice pursuant to the Utah OGM regulations.

Should you require additional information in this regard, please feel free to contact me at 303-312-8544. Your earliest attention to this matter is most appreciated.

BILL BARRETT CORPORATION

David Watts
by TEF

David Watts
Landman

Enclosures

1099 18TH STREET
SUITE 2300
DENVER, CO 80202
P 303.293.9100
F 303.291.0420

RECEIVED September 14, 2010



September 14, 2010

Utah Division of Oil, Gas & Mining
Attention: Dustin Doucet
1594 West North Temple, Suite 1120
Salt Lake City, Utah 84116

RE: Sundry Notices
Lake Canyon 5-34-46 DLB
Duchesne County, UT

Dear Mr. Doucet:

Bill Barrett Corporation has submitted Sundry Notices to commingle production from the Wasatch and Green River formations in the subject well. We enclosed herewith copies of the Sundry Notice together with a plat showing the leases and wells in the area and affidavit confirming notice pursuant to the Utah OGM regulations.

Should you require additional information in this regard, please feel free to contact me at 303-312-8544. Your earliest attention to this matter is most appreciated.

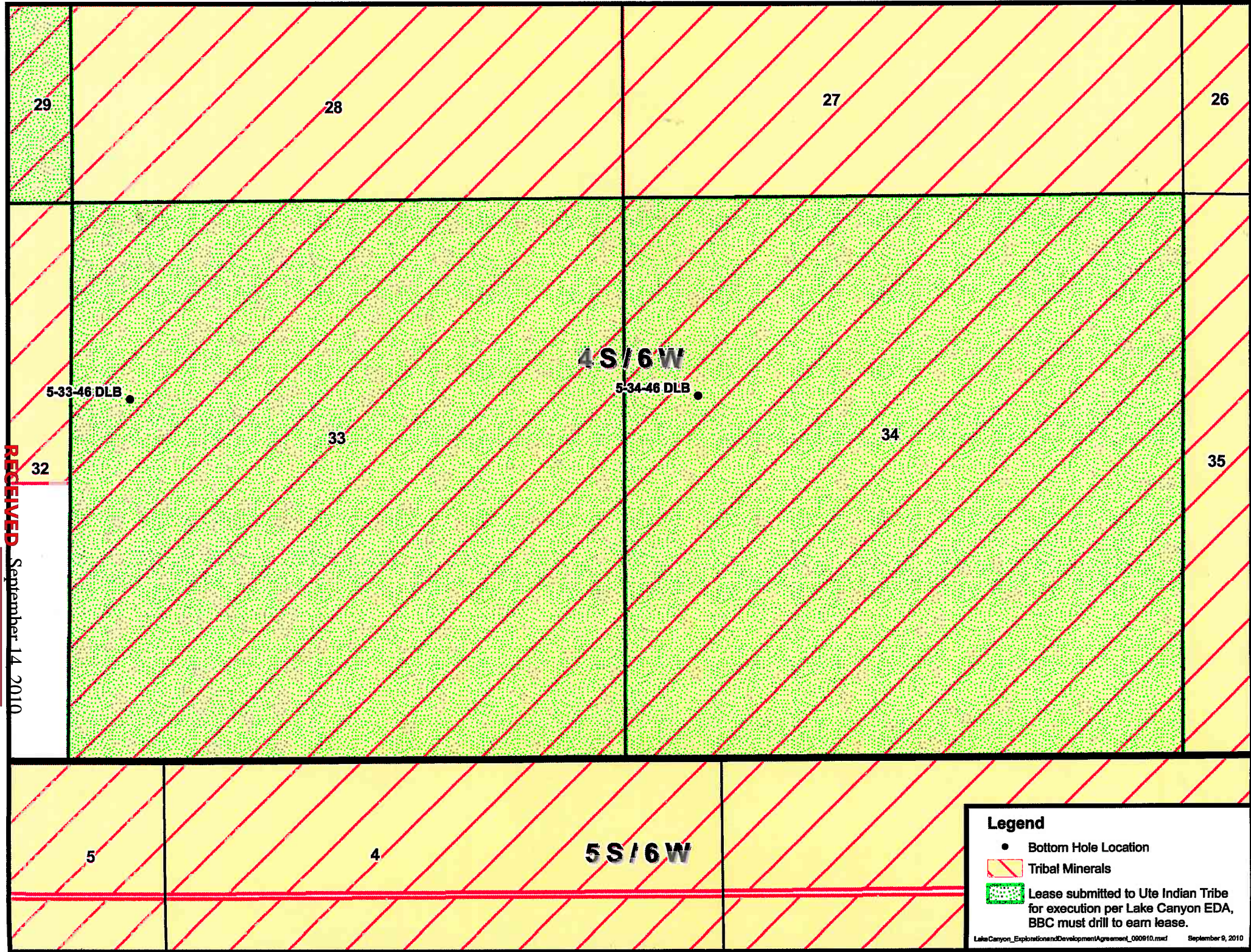
BILL BARRETT CORPORATION

David Watts
Landman

Enclosures

1099 18TH STREET
SUITE 2300
DENVER, CO 80202
P 303.293.9100
F 303.291.0420

RECEIVED September 14, 2010



RECEIVED September 14 2010

DIVISION OF OIL, GAS AND MINING

SPUDDING INFORMATION

Name of Company: BILL BARRETT CORPORATION

Well Name: 5-34-46 DLB

Api No: 43-013-50415 Lease Type IND – STATE SURFACE

Section 34 Township 04S Range 06W County DUCHESNE

Drilling Contractor LEON ROSS DRILLING RIG # BUCKET

SPUDDED:

Date 09/17/2010

Time 9:00 AM

How DRY

Drilling will Commence: _____

Reported by TRACEY FALLANG

Telephone # (303) 312-8134

Date 10/12/2010 Signed CHD

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 6

ENTITY ACTION FORM

Operator: Bill Barrett Corporation Operator Account Number: N 2165
Address: 1099 18th Street, Suite 2300
city Denver
state CO zip 80202 Phone Number: (303) 312-8134

Well 1

API Number	Well Name		QQ	Sec	Twp	Rng	County
4301350415	5-34-46 DLB		SWNW	34	4S	6W	Duchesne
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
A	99999	17801	9/17/2010			10/12/10	
Comments: Spudding Operation was conducted by Leon Ross Drilling @ 9:00 am. <i>GR-WS</i>							

Well 2

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
Comments:							

Well 3

API Number	Well Name		QQ	Sec	Twp	Rng	County
Action Code	Current Entity Number	New Entity Number	Spud Date			Entity Assignment Effective Date	
Comments:							

ACTION CODES:

- A - Establish new entity for new well (single well only)
- B - Add new well to existing entity (group or unit well)
- C - Re-assign well from one existing entity to another existing entity
- D - Re-assign well from one existing entity to a new entity
- E - Other (Explain in 'comments' section)

RECEIVED

OCT 12 2010

DIV. OF OIL, GAS & MINING

Tracey Fallang

Name (Please Print)

Tracey Fallang

Digitally signed by Tracey Fallang
DN: cn=Tracey Fallang, o=Bill Barrett Corporation, ou,
email=rfallang@billbarrettcorp.com, c=US
Date: 2010.10.11 20:29:49 -0600

Signature

Regulatory Manager

Title

10/11/2010

Date

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		5. LEASE DESIGNATION AND SERIAL NUMBER: 20G0005500
1. TYPE OF WELL Gas Well		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: Ute
2. NAME OF OPERATOR: BILL BARRETT CORP		7. UNIT or CA AGREEMENT NAME:
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		8. WELL NAME and NUMBER: 5-34-46 DLB
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		9. API NUMBER: 43013504150000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
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11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION OTHER: <input style="width: 100px;" type="text"/>
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:			
<input type="checkbox"/> SPUD REPORT Date of Spud:			
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 10/31/2010			

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

OCTOBER 2010 MONTHLY ACTIVITY REPORT

Accepted by the
 Utah Division of
 Oil, Gas and Mining
FOR RECORD ONLY
 November 08, 2010

NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 11/4/2010	

#5-34-46 DLB 10/9/2010 12:00 - 10/10/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

RIG DN, MOVE LOADS TO NEW LOC. DERRICK STILL ON FLOOR ON OLD LOC. - 6

#5-34-46 DLB 10/10/2010 06:00 - 10/11/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

RIG DOWN SUB AN DERRICK, RIG UP, SUB SET DERRICK ON FLOOR. 2 CREWS. - 12

#5-34-46 DLB 10/11/2010 06:00 - 10/12/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

RIG UP, TRUCKS RELEASED. 11:00 HR. - 15, NIPPLE UP CONDUCTOR - 1, P/U BHA - 1, DRLG F/ 95 TO 100' MM HUNTING 8" 6/7 4 STAGE .25 GPR 1.5 BEND 8.20' BTB - 0.5, P/U DIRECTIONAL TOOLS, AND ORENTATE. - 0.5, DRLF/ 100' TO 450' (355' IN 6.5 HR = 54.6 FPH) SLIDE: 5' IN .25 HR = 20 FPH, ROTATE: 350' IN 6.25 HR = 56 FPH. LAST MUD CHECK 40 VIS 8.7 WT. LAST SURVEY 320' .56 INC 171.01 AZ. 3.27' F/ CENTER. - 6

#5-34-46 DLB 10/12/2010 06:00 - 10/13/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

DRLG F/ 450' TO 854' @ 80.8 FPH ROTATING. MM HUNTING 8" 6/7 4 STAGE .25 GPR 1.5 BEND 8.20' BTB. - 5, TOO H F/ MM LOCKED UP, X/O, OREINTATE DIRC. TOOLS, TIH - 2.5, DRLG F/ 854' TO 973' @ 119 FPH ROTATING. - 1, RIGH SERVICE - 0.5, DRLG F/ 973' TO 1103' (130' IN 1.5 HR = 86.6 FPH) SLIDE: 5' - 1.5, CIRC. - 0.5, SHORT TRIP 5 STDS. - 1, CIRC. COND. F/ LOGS. LSAT SURVEY 1034' .51 INC 244.08 AZ. 10.36' F/ CENTER. - 0.5, TOO H, L/D 8" TOOLS. - 1.5, HSM, RIG WEATHERFORD AND RUN CASING, FS (1.00), SHOE JT (44.98), FC (1.00) 25 JTS 9 5/8" 36# J55 ST&C CASING, LANDED @ 1098'. MADE UP W/ BESTOLIFE DOPE TO 3940 FT/LB. - 2.5, CIRC. CASING W/ RIG PUMP - 1, HSM, RIG UP HES AND CEMENT. 10 BLS H2O, 40 BLS SUPERFLUSH, 10 BLS H2O, 110 SKS HALIBUTON LIGHT 11# 3.16 YEILD W/ 5 LB SILICATE, .125LB POLY-E-FLAKE, .25LB KWIK SEAL, 2 2% BENTONITE. TAILED W/ 220 SKS TYPE III CEMENT 14.8# 1.35 YEILD, W/2% CACL. DISPLACED W/ 82 BL H2O. BUMO PLUG. FLOATS HELD. GOT CEMENT TO SURFACE W/56 BLS OF DISPLACEMENT.SLOW TO2 BL/MIN. CEMENT FELL 2' IN 30 MINS. - 1.5, TEST CASING 1500# F/ 30 MINS. - 0.5, WOC. - 3.5, CUT OFF WELD ON WELL HEAD. - 1

#5-34-46 DLB 10/13/2010 06:00 - 10/14/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

weld on well head and test to 900# - 2, NIPPLE UP - 3, TEST ALL RAMS AND VALVES 5000# F/ 10 MINS. TEWST ANNULAR TO2500# F/ 10 MINS. - 3, SET WEAR BUSHING - 0.5, PICK UP BHA, OREINTATE DIRC. TOOLS, TIH - 2.5, DRLIL OUT SHOE TRACK - 1.5, EMW, 120 PSI WITH 8.4 MUD = 10.5 WT. - 0.5, DRLG F/ 1103' TO 1211' (108' FPH), SLIDE: 6' IN .25 HR 24 FPH, ROTATE: 102' IN .75 HR 136 FPH. MM HUNTING 6 3/4" 7/8 3.9 STAGE .15 GPR 1.5 DEG BEND 6.27 BTB. - 1, LOST RETURNS, MIX AND PUMP LCM. LOST 150 BBL. 275 BL LOST - 0.5, DRLG F/ 1211' TO 1719' (508' IN 5 HR = 101.6 FPH) SLIDE: 12' IN .5 HR 24 FPH, ROTATE: 496' IN 4.5 HR = 110.2 FPH. - 5, LOST RETURNS, MIX AND PUMP LCM, 180 BL LOST - 0.5, DRLG F/ 1719' TO 1814' (95' IN 1HR = 95 FPH) SLIDE: 6' IN .25 HR = 24 FPH - 1, LOST REURNS, MIX LCM. 300 BL LOST - 0.5, DRLG F/ 1814' TO 2004' (190' IN 2.5 HR = 76 FPH) SLIDE: 6' IN .25 HR = 24 FPH. LAST SURVEY 1952' .59 INC 274.18 AZ. 11.73' F/ CENTER. LAST MUD CHECK 34 VIS 8.4 WT. ADDING 12 SK LCM PER HR. - 2.5

#5-34-46 DLB 10/14/2010 06:00 - 10/15/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Lost returns, mix and pump LCM (130 bbls) - 0.5, Drill 2004-2100'. - 1, Lost returns, mix and pump LCM (100 bbls) - 0.5, Drill 2100-2163' - 0.5, Lost returns, mix and pump LCM (50 bbls) - 0.5, Drill 2163-2957, Slid total of 40' to maintain vertical control, Survey @ 2905 272.32 azi, .74 inc. Rotated 754' in 6 hrs, 125.6 FPH slid 40' in 30 min. - 6.5, Rlg service, function test BOP (5 sec) - 0.5, Drill 2957-3116, 79.5 FPH - 2.5, Lost returns, 300 bbls, mix and pump LCM - 1.5, Drill 3116-3616, 500', 76.9 FPH - 6.5, Lost returns, 577 bbls, mix and pump LCM, total losses for day 1157 bbls. - 2, Drill 3616-3700 - 1.5

#5-34-46 DLB 10/15/2010 06:00 - 10/16/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Drilling 3700-4480'. rotated 723' in 8.5 hrs, 85 FPH, slid 57' in 1.3 hrs 44 FPH - 10, Rig Service and function test BOP - 0.5, Drlg 4480-4679, rotated 177' in 1.75 hr, 101 FPH, Slid 22' in .75 hr, 29.3 FPH - 2.5, Lost returns, mix and pump LCM (230 bbls) - 1, Drlg 4679-5212, rotated 493' in 8.7 hrs, 56.6 FPH, slid 40' in 1.3 hrs, 30.7 FPH - 10

#5-34-46 DLB 10/16/2010 06:00 - 10/17/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Drlg 5212-5868, rotated 604' in 6.75 hrs 89.5 FPH, slid 54' in 2.25 hrs 24 FPH - 9, Lost returns, Mix and pump LCM, spot pill on bottom. lost 529 bbls - 2, TOH 9 stands drillpipe. - 1, Mix and pump LCM, got returns after additional 327 bbls. 856 total for day. Circulate and build mud to 38 vis & 8.9+ wt and 20%+ LCM - 7.5, TIH 5 stds (5451') - 0.5, Circulate and condition mud to 38 vis & 8.9+ wt and 20%+ LCM - 0.5, TIH 4 stds. Pickup kelly - 0.5, Resume drilling 5868- 5911'. - 3

#5-34-46 DLB 10/17/2010 06:00 - 10/18/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Drlg 5911-6165', rotate 232' in 3.2 hrs, 72.5 FPH, slide 22' in 1.3 hrs, 17 FPH - 4.5, Rig service and inspect brake linkage - 0.5, Drlg 6165-7118' Rotated 953' in 17.25 hrs, 55.2 FPH, slide 31' in 1.75 hrs, 17.7 FPH - 7

#5-34-46 DLB 10/18/2010 06:00 - 10/19/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Drlg 7118-7160' (TD) - 0.5, Circulate and condition - 1, Pump dry job and TOH to sfc casing shoe trip was smooth with one small tight spot @ 2580'. Pickup kelly and break circ at shoe. TIH - 4.5, PU kelly and circulate - 1, Pump dry job and TOH for logs. - 2.5, Laydown directional tools - 1, Hold safety mtg with SLB, rig up wireline and log. Run #1 ECS-Gamma ray, TD to 5000'. Loggers depth 7156'. Run #2 Platform Express. Having trouble with Platform Express SLB down 3.75 hrs repairing. Currently logging. - 13.5

#5-34-46 DLB 10/19/2010 06:00 - 10/20/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Finish logging and rig down SLB. - 2.5, Pull wear bushing. - 0.5, TIH to circ and condition - 4, TOH for plugged motor, laydown motor etc - 4.5, TIH to circulate and condition - 3.5, Circulate and condition, start shaking out lcm - 1, Rig up Weatherford TRS and laydown drillpipe. - 4.5, Rig up csg crew and pickup and run 5.5" 17# P110 casing. - 3.5

#5-34-46 DLB 10/20/2010 06:00 - 10/21/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Run casing, circulate and condition, cement as follows, held safety mtg, Rig up HES. Pressure test to 5k, pump 20 bbl water spacer, 40 bbl super flush, 20 bbl water spacer then 640 sks lead cement; 11#/gal tuned light with .25 lbm econolite, .3 lbm Halad R-344, .25 lbm FE-2, .5 lbm D-AIR 3000, then 550 sks tail cement, 13.5 #/gal econocem with .125 lbm poly-flake, 1 lbm Granulite TR 1/4, Displace with 165 bbls water treated with 2% clayfix. Final pumping pressure 1500#, bumped plug to 2200#. Bled off and floats held. - 8, N/D BOP and prep to set slips. - 1, Set slip @ 25K over srting wt,(125k) cut off landing jt. - 1, Clean pits and prep to rig down. Release rig @ 1800 hrs. - 2

#5-34-46 DLB 10/26/2010 06:00 - 10/27/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary
Well Secured

Continue to empty reserve pit of fluid - 4, Fill cellar ring to bottom of surface head with gravel.
ND 11-1/16 5M night cap. SISC- 0# Vaccum
ND 2-1/16 5M gate valves, and NU companion flanges w/ ball valve.
NU Cameron 11-1/16 5M x 7-1/16 5M tubing head, with 2-1/16 5M gate valves.
Test to 5000#. NU 7-1/16 5M night cap. - 4, Well Secured - 16

#5-34-46 DLB 10/27/2010 06:00 - 10/28/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary
Well Secured

Start building Production Facility - 24

#5-34-46 DLB 10/28/2010 06:00 - 10/29/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Well Shut in & Secured - 2, MIRU Cutters Wireline
TIH with 4.7" OD Gauge Ring Tag +/- 6960'
RU Radial Cement Tools - TIH to begin logging
Tool Failed - POOH Change tools
Log from 6960' to Surface +/- 60 PFM

Wait for logs - to be delivered on Monday - 8, Well Shut in & Secured - 14

#5-34-46 DLB 10/29/2010 06:00 - 10/30/2010 06:00

API/UWI 43013504150000	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary
Well Secured

Continue to build production facility - 24

RECEIVED November 24, 2010

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		5. LEASE DESIGNATION AND SERIAL NUMBER: 20G0005500
1. TYPE OF WELL Gas Well		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: Ute
2. NAME OF OPERATOR: BILL BARRETT CORP		7. UNIT or CA AGREEMENT NAME:
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		8. WELL NAME and NUMBER: 5-34-46 DLB
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		9. API NUMBER: 43013504150000
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		9. FIELD and POOL or WILDCAT: ALTAMONT
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		COUNTY: DUCHESNE
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		STATE: UTAH
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION <input type="checkbox"/> OTHER:	
<input type="checkbox"/> SPUD REPORT Date of Spud:	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION	
<input checked="" type="checkbox"/> DRILLING REPORT Report Date: 12/2/2010	OTHER:	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. Monthly Drill Report for November 2010.		
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY		
NAME (PLEASE PRINT) Brady Riley	PHONE NUMBER 303 312-8115	TITLE Permit Analyst
SIGNATURE N/A	DATE 12/2/2010	

#5-34-46 DLB 11/4/2010 06:00 - 11/5/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary
Well Secured

Continue to build production facility

Start Spotting Frac Tanks - 24

#5-34-46 DLB 11/11/2010 06:00 - 11/12/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Well Secured - 5, MIRU JD Trucking Pole truck

Install Frac Sleeve

Install 5-1/16" 10K Cameron Frac Tree

with Seaboard/Wellhead Inc Frac "Y"

Test Frac Sleeve

RDMO JD Trucking - 2, MIRU IPS/Double Jack

Test Casing & Tree to 8500# Hold for 30 minutes

with 50/50 Methanol

Test Good

Bleed off pressure - RDMO IPS - 1, Well Shut in & Secured - 16

#5-34-46 DLB 11/12/2010 06:00 - 11/13/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Cont. Building Production Facility - 8, Moved Backhoe from the 5-33 to 5-34, Leveled ground for flowback tanks, Spotted Flowback tanks. - 3, WSI - 13

#5-34-46 DLB 11/13/2010 06:00 - 11/14/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

MIRU GrayWolf Flowback equip. - 8, WSI - 16

#5-34-46 DLB 11/14/2010 06:00 - 11/15/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Cont. RU Flowback Equip. - 24

#5-34-46 DLB 11/15/2010 06:00 - 11/16/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Cont. RU flowback equip. Set anchors, Spot Propane tank - 24

#5-34-46 DLB 11/16/2010 06:00 - 11/17/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Cont. RU Flowback equip. Started heating frac fluid. - 24

#5-34-46 DLB 11/17/2010 06:00 - 11/18/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Well Shut in

Prep for Fracs - 24

#5-34-46 DLB 11/18/2010 06:00 - 11/19/2010 06:00

API/UWI 43-013-50415	State/Province UT	County Duchesne	Field Name Brundage Canyon/Lake Canyon	Well Status Released for Work	Total Depth (ftKB) 2,004.0	Primary Job Type Drilling/Completion
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Time Log Summary

Well Shut in & Secured - 2, MIRU Schlumberger Wireline Crew

RU to Pressure Test Lubricator to 4000#

Test Good - 1.5, Schlumberger Wireline to TIH to perf Stage #1

TIH with 3-1/8" Guns, 120 Degree Phase, SLB 3106 PowerFrac Charges, 3 SPF

Correlate to Cutters CBL log Dated 10-28-2010

Perf 6810'-6812', 6716'-6718', 6706'-6708', 6690'-6692'

POOH, all shots fired, 24 Total Holes - 1.5, Pressure Test Greywolf flow iron

Test to 7000# Good Test - 1, MIRU Schlumberger Frac Crew

Complete Rig up - 6, Well Shut in & Secured

Monitor Pressure - 12



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB No. 1004-0137
Expires: July 31, 2010

WELL COMPLETION OR RECOMPLETION REPORT AND LOG

5. Lease Serial No.
20G0005500

1a. Type of Well <input type="checkbox"/> Oil Well <input checked="" type="checkbox"/> Gas Well <input type="checkbox"/> Dry <input type="checkbox"/> Other			6. If Indian, Allottee or Tribe Name		
b. Type of Completion <input checked="" type="checkbox"/> New Well <input type="checkbox"/> Work Over <input type="checkbox"/> Deepen <input type="checkbox"/> Plug Back <input type="checkbox"/> Diff. Resvr. Other			7. Unit or CA Agreement Name and No. UINTAH		
2. Name of Operator BILL BARRETT CORPORATION			Contact: BRADY RILEY E-Mail: briley@billbarrettcorp.com		
3. Address 1099 18TH STREET SUITE 2300 DENVER, CO 80202			3a. Phone No. (include area code) Ph: 303-312-8115		
4. Location of Well (Report location clearly and in accordance with Federal requirements)* At surface SWNW 1854FNL 683FWL At top prod interval reported below SWNW 1854FNL 683FWL At total depth SWNW 1854FNL 683FWL 1867 FNL 0653 FWL			9. API Well No. 43-013-50415		
14. Date Spudded 09/06/2010			15. Date T.D. Reached 10/18/2010		
16. Date Completed <input type="checkbox"/> D & A <input checked="" type="checkbox"/> Ready to Prod. 10/20/2010			17. Elevations (DF, KB, RT, GL)* 7340 GL		
18. Total Depth: MD 7160 TVD 7160			19. Plug Back T.D.: MD 5134 TVD 5134		
20. Depth Bridge Plug Set: MD TVD			21. Type Electric & Other Mechanical Logs Run (Submit copy of each) <input checked="" type="checkbox"/> CBL, TRIPLE COMBO, BHAS, CVL/CAL MUD LOG		
22. Was well cored? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis) Was DST run? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis) Directional Survey? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Submit analysis)					

23. Casing and Liner Record (Report all strings set in well)

Hole Size	Size/Grade	Wt. (#/ft.)	Top (MD)	Bottom (MD)	Stage Cementer Depth	No. of Sk. & Type of Cement	Slurry Vol. (BBL)	Cement Top*	Amount Pulled
26.000	16.000 COND	65.0	0	80	80			0	
12.250	9.625 J-55	36.0	0	1098	1098	220	51	0	
8.750	5.500 P110	17.0	0	7160	7150	640	40	2405	15000

24. Tubing Record

Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)	Size	Depth Set (MD)	Packer Depth (MD)
2.875	5017							

25. Producing Intervals

Formation	Top	Bottom	Perforated Interval	Size	No. Holes	Perf. Status
A) GREEN RIVER	5080	5962	5080 TO 5962	0.440	156	OPEN
B) WASATCH	6016	6692	6016 TO 6692	0.440	108	OPEN
C)						
D)						

26. Perforation Record

27. Acid, Fracture, Treatment, Cement Squeeze, Etc.

Depth Interval	Amount and Type of Material
5080 TO 5962	GREEN RIVER: SEE ATTACHED STAGES
6016 TO 6692	WASATCH: SEE ATTACHED STAGES

28. Production - Interval A

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
12/15/2010	12/05/2010	24	→	101.0	1.0	560.0			FLows FROM WELL
Choke Size	Tbg Press. Pwg. SI	Csg Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
24/64	290	1085.0	→	101	1	560		POW	

28a. Production - Interval B

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
			→						
Choke Size	Tbg Press. Pwg. SI	Csg Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas:Oil Ratio	Well Status	
			→						

(See Instructions and spaces for additional data on reverse side)

ELECTRONIC SUBMISSION #100384 VERIFIED BY THE BLM WELL INFORMATION SYSTEM

** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED ** OPERATOR-SUBMITTED **

RECEIVED

MAY 26 2011

DIV. OF OIL, GAS & MINING

28b. Production - Interval C

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
Choke Size	Tbg. Press. Flag SI	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas/Oil Ratio	Well Status	

28c. Production - Interval D

Date First Produced	Test Date	Hours Tested	Test Production	Oil BBL	Gas MCF	Water BBL	Oil Gravity Corr API	Gas Gravity	Production Method
Choke Size	Tbg. Press. Flag SI	Csg. Press.	24 Hr. Rate	Oil BBL	Gas MCF	Water BBL	Gas/Oil Ratio	Well Status	

29. Disposition of Gas(Sold, used for fuel, vented, etc.)
SOLD

30. Summary of Porous Zones (Include Aquifers):

Show all important zones of porosity and contents thereof: Cored intervals and all drill-stem tests, including depth interval tested, cushion used, time tool open, flowing and shut-in pressures and recoveries.

31. Formation (Log) Markers

Formation	Top	Bottom	Descriptions, Contents, etc.	Name	Top Meas. Depth
				GREEN RIVER	2019
				TGR3	3722
				DOUGLAS CREEK	4526
				BLACK SHALE	5189
				CASTLE PEAK	5477
				WASATCH	6007
				TD	7160

32. Additional remarks (include plugging procedure):

Conductor cemented with grout. Production TOC determined by CBL. Perf and Frac details attached.

Logs were too large to attach to completion report; send on CD to BLM office.

33. Circle enclosed attachments:

- | | | | |
|---|--------------------|---------------|-----------------------|
| 1. Electrical/Mechanical Logs (1 full set req'd.) | 2. Geologic Report | 3. DST Report | 4. Directional Survey |
| 5. Sundry Notice for plugging and cement verification | 6. Core Analysis | 7 Other: | |

34. I hereby certify that the foregoing and attached information is complete and correct as determined from all available records (see attached instructions):

Electronic Submission #100384 Verified by the BLM Well Information System.
For BILL BARRETT CORPORATION, sent to the Vernal

Name (please print) BRADY RILEY

Title PERMIT ANALYST

Signature

Brady Riley
(Electronic Submission)

Date 01/12/2011

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

**** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ** ORIGINAL ****

Bill Barrett Corp
Duchesne County, UT (NAD 1927)
Sec. 34-T4S-R6W
#5-34-46 DLB

Plan #1

Design: Sperry MWD Survey

Sperry Drilling Services Standard Report

18 January, 2011

TD Date : 18th Oct, 2010

Well Coordinates: 641,894.86 N, 2,264,279.03 E (40° 05' 30.64" N, 110° 33' 19.26" W)

Ground Level: 7,340.00 ft

Local Coordinate Origin:

Centered on Well #5-34-46 DLB

Viewing Datum:

KB @ 7356.00ft (Patterson 506)

TVDs to System:

N

North Reference:

True

Unit System:

API - US Survey Feet - Custom

Geodetic Scale Factor Applied

Version: 2003.16 Build: 43I

RECEIVED

MAY 26 2011

DIV. OF OIL, GAS & MINING

HALLIBURTON

Design Report for #5-34-46 DLB - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
136.00	0.98	173.16	135.99	-1.15	0.14	0.26	0.72
First Sperry MWD Survey							
198.00	1.05	181.60	197.98	-2.25	0.19	0.59	0.27
260.00	0.74	182.57	259.98	-3.22	0.15	0.95	0.50
320.00	0.56	214.85	319.97	-3.84	-0.03	1.34	0.67
381.00	0.65	171.01	380.97	-4.43	-0.15	1.65	0.75
442.00	0.59	170.86	441.97	-5.08	-0.05	1.77	0.10
504.00	0.62	186.68	503.96	-5.73	-0.03	1.98	0.27
564.00	0.65	200.60	563.96	-6.37	-0.19	2.35	0.26
624.00	0.55	199.47	623.96	-6.96	-0.41	2.75	0.17
685.00	0.59	209.20	684.95	-7.51	-0.66	3.18	0.17
746.00	0.51	222.31	745.95	-7.99	-0.99	3.65	0.24
809.00	0.58	223.78	808.95	-8.42	-1.40	4.19	0.11
872.00	0.59	233.05	871.94	-8.85	-1.88	4.78	0.15
936.00	0.82	239.23	935.94	-9.28	-2.54	5.55	0.38
999.00	0.76	261.46	998.93	-9.58	-3.34	6.40	0.49
1,034.00	0.51	244.08	1,033.93	-9.68	-3.71	6.78	0.89
1,127.00	0.67	252.28	1,126.93	-10.02	-4.60	7.74	0.19
1,190.00	0.78	311.53	1,189.92	-9.85	-5.27	8.31	1.15
1,254.00	1.41	330.98	1,253.91	-8.87	-5.98	8.65	1.13
1,317.00	0.86	332.75	1,316.90	-7.78	-6.57	8.83	0.87
1,381.00	0.83	316.80	1,380.89	-7.01	-7.11	9.07	0.37
1,444.00	0.91	317.73	1,443.88	-6.31	-7.76	9.44	0.13
1,508.00	0.57	326.26	1,507.88	-5.67	-8.28	9.71	0.56
1,571.00	0.08	199.07	1,570.88	-5.45	-8.47	9.82	0.99
1,635.00	0.54	159.00	1,634.88	-5.77	-8.37	9.84	0.75
1,698.00	0.67	200.65	1,697.87	-6.39	-8.40	10.07	0.71
1,762.00	0.41	175.12	1,761.87	-6.97	-8.51	10.37	0.54
1,825.00	0.26	225.93	1,824.87	-7.30	-8.59	10.56	0.50
1,889.00	0.67	262.02	1,888.87	-7.45	-9.07	11.06	0.76
1,952.00	0.59	274.18	1,951.86	-7.48	-9.75	11.72	0.25
2,016.00	0.68	317.00	2,015.86	-7.18	-10.34	12.17	0.74
2,079.00	0.61	331.82	2,078.85	-6.61	-10.76	12.36	0.29
2,143.00	0.15	4.05	2,142.85	-6.22	-10.91	12.38	0.77
2,207.00	0.10	161.93	2,206.85	-6.19	-10.89	12.35	0.38
2,270.00	0.31	275.66	2,269.85	-6.23	-11.04	12.50	0.57
2,334.00	0.44	247.81	2,333.85	-6.30	-11.44	12.90	0.34
2,397.00	0.62	256.63	2,396.85	-6.47	-12.00	13.48	0.31
2,461.00	0.35	246.77	2,460.85	-6.63	-12.51	14.02	0.44
2,524.00	0.27	261.52	2,523.85	-6.73	-12.84	14.36	0.18
2,588.00	0.43	244.83	2,587.84	-6.85	-13.20	14.75	0.29
2,651.00	0.64	250.71	2,650.84	-7.07	-13.75	15.33	0.34
2,714.00	0.67	259.02	2,713.84	-7.26	-14.44	16.05	0.16
2,778.00	0.30	299.63	2,777.84	-7.24	-14.95	16.53	0.76
2,841.00	0.38	318.87	2,840.83	-7.01	-15.24	16.71	0.22
2,905.00	0.74	272.32	2,904.83	-6.83	-15.79	17.17	0.86
2,968.00	0.40	257.88	2,967.83	-6.86	-16.41	17.76	0.58
3,032.00	0.17	254.30	3,031.83	-6.93	-16.72	18.08	0.36
3,095.00	0.44	238.02	3,094.83	-7.08	-17.01	18.41	0.45

Design Report for #5-34-46 DLB - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
3,159.00	0.56	154.62	3,158.82	-7.50	-17.09	18.62	1.05
3,222.00	0.82	119.91	3,221.82	-8.00	-16.57	18.30	0.76
3,286.00	0.68	127.31	3,285.81	-8.46	-15.87	17.80	0.27
3,349.00	0.53	116.43	3,348.81	-8.82	-15.31	17.40	0.30
3,413.00	0.28	127.52	3,412.81	-9.04	-14.92	17.11	0.41
3,476.00	0.26	173.86	3,475.81	-9.28	-14.78	17.06	0.34
3,539.00	0.44	208.09	3,538.81	-9.63	-14.88	17.27	0.43
3,603.00	0.78	212.00	3,602.80	-10.22	-15.23	17.80	0.53
3,667.00	0.60	214.02	3,666.80	-10.87	-15.65	18.41	0.28
3,730.00	0.26	270.52	3,729.80	-11.14	-15.97	18.81	0.80
3,794.00	0.53	310.73	3,793.80	-10.94	-16.34	19.09	0.58
3,857.00	0.37	279.26	3,856.79	-10.72	-16.76	19.41	0.46
3,920.00	0.46	217.90	3,919.79	-10.89	-17.12	19.81	0.68
3,984.00	0.63	221.31	3,983.79	-11.36	-17.51	20.33	0.27
4,047.00	0.54	234.31	4,046.79	-11.79	-17.98	20.92	0.25
4,111.00	0.56	274.09	4,110.78	-11.94	-18.54	21.50	0.59
4,175.00	0.31	341.49	4,174.78	-11.76	-18.90	21.78	0.82
4,238.00	0.44	16.36	4,237.78	-11.36	-18.89	21.63	0.41
4,301.00	0.08	335.67	4,300.78	-11.09	-18.84	21.49	0.61
4,365.00	0.50	203.02	4,364.78	-11.31	-18.97	21.68	0.87
4,428.00	0.36	239.69	4,427.78	-11.66	-19.25	22.07	0.48
4,492.00	0.73	256.07	4,491.78	-11.86	-19.82	22.67	0.62
4,556.00	0.79	276.83	4,555.77	-11.90	-20.65	23.47	0.44
4,619.00	0.53	266.95	4,618.77	-11.87	-21.37	24.14	0.45
4,683.00	0.33	322.74	4,682.76	-11.74	-21.78	24.47	0.69
4,746.00	0.43	260.81	4,745.76	-11.63	-22.12	24.76	0.64
4,810.00	0.93	248.42	4,809.76	-11.86	-22.84	25.52	0.81
4,874.00	0.60	246.09	4,873.75	-12.19	-23.63	26.37	0.52
4,938.00	0.65	295.43	4,937.75	-12.17	-24.27	26.96	0.82
5,001.00	0.17	292.55	5,000.75	-11.98	-24.67	27.28	0.76
5,065.00	0.54	283.15	5,064.75	-11.87	-25.06	27.60	0.58
5,128.00	0.64	225.68	5,127.74	-12.05	-25.60	28.17	0.91
5,192.00	0.77	207.04	5,191.74	-12.68	-26.05	28.81	0.41
5,256.00	0.71	262.32	5,255.73	-13.12	-26.64	29.51	1.08
5,265.89	0.74	265.94	5,265.62	-13.13	-26.76	29.63	0.58
5-34-46 DLB_Plan1_Zone Tgt							
5,319.00	0.97	280.33	5,318.73	-13.08	-27.55	30.35	0.58
5,383.00	0.51	28.17	5,382.72	-12.73	-27.95	30.61	1.92
5,446.00	0.36	29.33	5,445.72	-12.31	-27.72	30.25	0.24
5,510.00	0.48	309.40	5,509.72	-11.96	-27.83	30.24	0.86
5,574.00	0.69	293.69	5,573.72	-11.64	-28.39	30.65	0.41
5,637.00	0.24	348.09	5,636.72	-11.36	-28.76	30.91	0.93
5,700.00	0.41	329.57	5,699.71	-11.03	-28.90	30.93	0.31
5,764.00	0.45	253.10	5,763.71	-10.91	-29.26	31.22	0.83
5,827.00	0.62	254.69	5,826.71	-11.07	-29.82	31.81	0.27
5,891.00	0.84	250.75	5,890.70	-11.32	-30.60	32.63	0.35
5,955.00	0.30	230.55	5,954.70	-11.58	-31.17	33.25	0.89
6,018.00	0.34	187.27	6,017.70	-11.87	-31.32	33.49	0.38
6,082.00	0.44	208.36	6,081.70	-12.27	-31.46	33.76	0.27
6,145.00	0.39	187.60	6,144.70	-12.70	-31.61	34.04	0.25
6,209.00	0.44	187.88	6,208.70	-13.16	-31.67	34.26	0.08

Design Report for #5-34-46 DLB - Sperry MWD Survey

Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)
6,272.00	0.44	215.20	6,271.69	-13.59	-31.84	34.57	0.33
6,336.00	0.56	226.58	6,335.69	-14.01	-32.21	35.06	0.24
6,399.00	0.27	309.94	6,398.69	-14.13	-32.55	35.41	0.94
6,462.00	0.25	278.38	6,461.69	-14.01	-32.80	35.61	0.23
6,526.00	0.11	305.38	6,525.69	-13.96	-32.99	35.77	0.25
6,589.00	0.53	255.34	6,588.69	-13.99	-33.32	36.09	0.74
6,653.00	0.44	281.44	6,652.69	-14.02	-33.85	36.60	0.37
6,716.00	0.20	338.27	6,715.69	-13.87	-34.12	36.81	0.59
6,780.00	0.18	334.87	6,779.68	-13.68	-34.21	36.82	0.04
6,843.00	0.10	180.84	6,842.68	-13.64	-34.25	36.85	0.43
6,907.00	0.30	333.59	6,906.68	-13.55	-34.33	36.89	0.61
6,970.00	0.41	226.46	6,969.68	-13.55	-34.56	37.11	0.91
7,034.00	0.50	296.62	7,033.68	-13.59	-34.98	37.51	0.83
7,108.00	0.64	289.15	7,107.68	-13.31	-35.66	38.06	0.21
5-34-46 DLB_Plan1_BHL Tgt - Final Sperry MWD Survey							
7,160.00	0.64	289.15	7,159.68	-13.12	-36.21	38.51	0.00

Straight Line Projection to TD

Design Annotations

Measured Depth (ft)	Vertical Depth (ft)	Local Coordinates +N/-S (ft)	+E/-W (ft)	Comment
136.00	135.99	-1.15	0.14	First Sperry MWD Survey
5,265.89	5,265.62	-13.13	-26.76	5-34-46 DLB_Plan1_Zone Tgt
7,108.00	7,107.68	-13.31	-35.66	5-34-46 DLB_Plan1_BHL Tgt
7,108.00	7,107.68	-13.31	-35.66	Final Sperry MWD Survey
7,160.00	7,159.68	-13.12	-36.21	Straight Line Projection to TD

Vertical Section Information

Angle Type	Target	Azimuth (°)	Origin Type	Origin +N/-S (ft)	+E/-W (ft)	Start TVD (ft)
User	No Target (Freehand)	250.09	Slot	0.00	0.00	0.00

Survey tool program

From (ft)	To (ft)	Survey/Plan	Survey Tool
136.00	7,160.00	Sperry MWD Surveys	MWD

Design Report for #5-34-46 DLB - Sperry MWD Survey

Targets

Target Name - hit/miss target - Shape	Dip Angle (°)	Dip Dir. (°)	TVD (ft)	+N/-S (ft)	+E/-W (ft)	Northing (ft)	Easting (ft)	Latitude	Longitude
5-34-46 DLB_Plan1_	0.00	0.00	7,131.00	0.00	0.00	641,894.86	2,264,279.03	40° 5' 30.638 N	110° 33' 19.260 W
- actual wellpath misses target center by 44.64ft at 7108.00ft MD (7107.68 TVD, -13.31 N, -35.66 E)									
- Point									
5-34-46 DLB_Plan1_	0.00	0.00	5,266.00	0.00	0.00	641,894.86	2,264,279.03	40° 5' 30.638 N	110° 33' 19.260 W
- actual wellpath misses target center by 29.81ft at 5265.89ft MD (5265.62 TVD, -13.13 N, -26.76 E)									
- Circle (radius 200.00)									

North Reference Sheet for Sec. 34-T4S-R6W - #5-34-46 DLB - Plan #1

All data is in US Feet unless otherwise stated. Directions and Coordinates are relative to True North Reference.

Vertical Depths are relative to KB @ 7356.00ft (Patterson 506). Northing and Easting are relative to #5-34-46 DLB

Coordinate System is US State Plane 1927 (Exact solution), Utah Central 4302 using datum NAD 1927 (NADCON CONUS), ellipsoid Clarke 1866

Projection method is Lambert Conformal Conic (2 parallel)

Central Meridian is 111° 30' 0.000 W°, Longitude Origin: 0° 0' 0.000 E°, Latitude Origin: 40° 39' 0.000 N°

False Easting: 2,000,000.00ft, False Northing: 0.00ft, Scale Reduction: 0.99990885

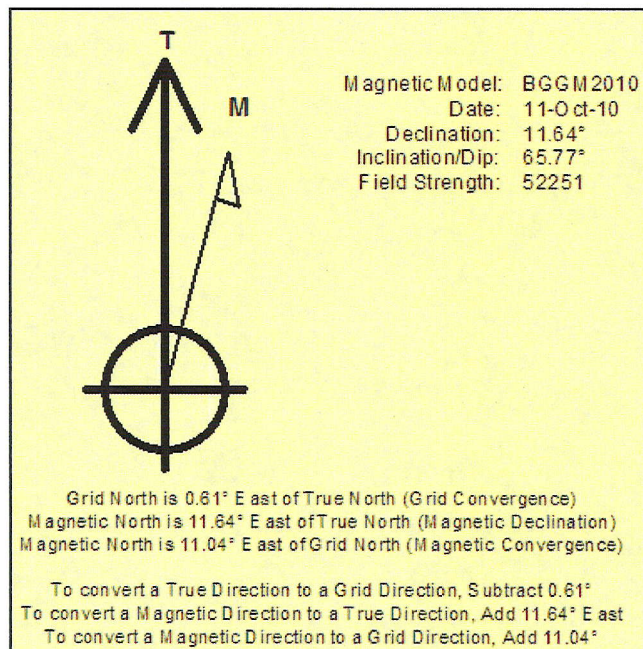
Grid Coordinates of Well: 641,894.86 ft N, 2,264,279.03 ft E

Geographical Coordinates of Well: 40° 05' 30.64" N, 110° 33' 19.26" W

Grid Convergence at Surface is: 0.61°

Based upon Minimum Curvature type calculations, at a Measured Depth of 7,160.00ft
the Bottom Hole Displacement is 38.51ft in the Direction of 250.09° (True).

Magnetic Convergence at surface is: -11.04° (11 October 2010, , BGGM2010)



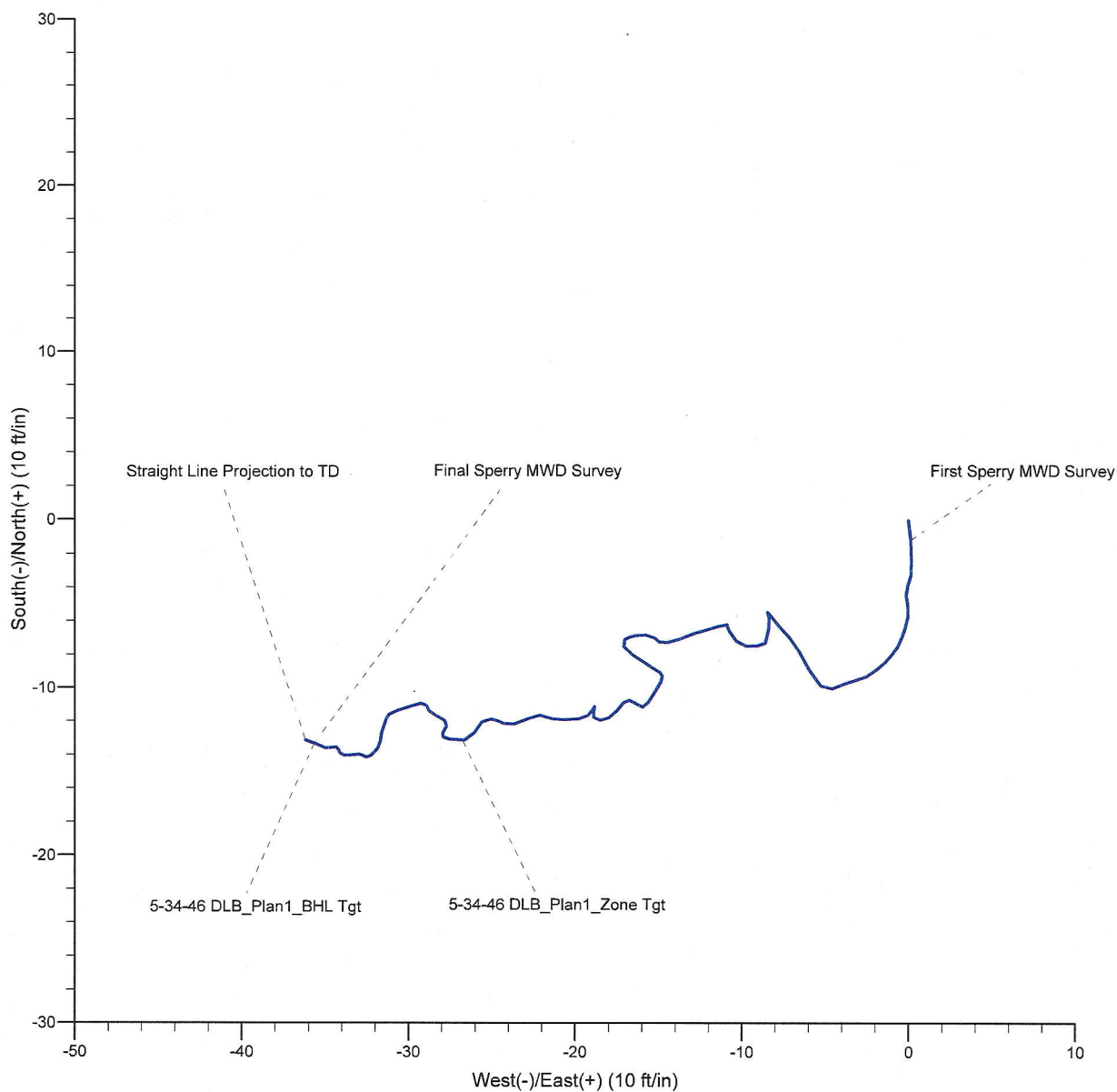
Project: Duchesne County, UT (NAD 1927)
Site: Sec. 34-T4S-R6W
Well: #5-34-46 DLB

Bill Barrett Corp

HALLIBURTON
Sperry Drilling

LEGEND

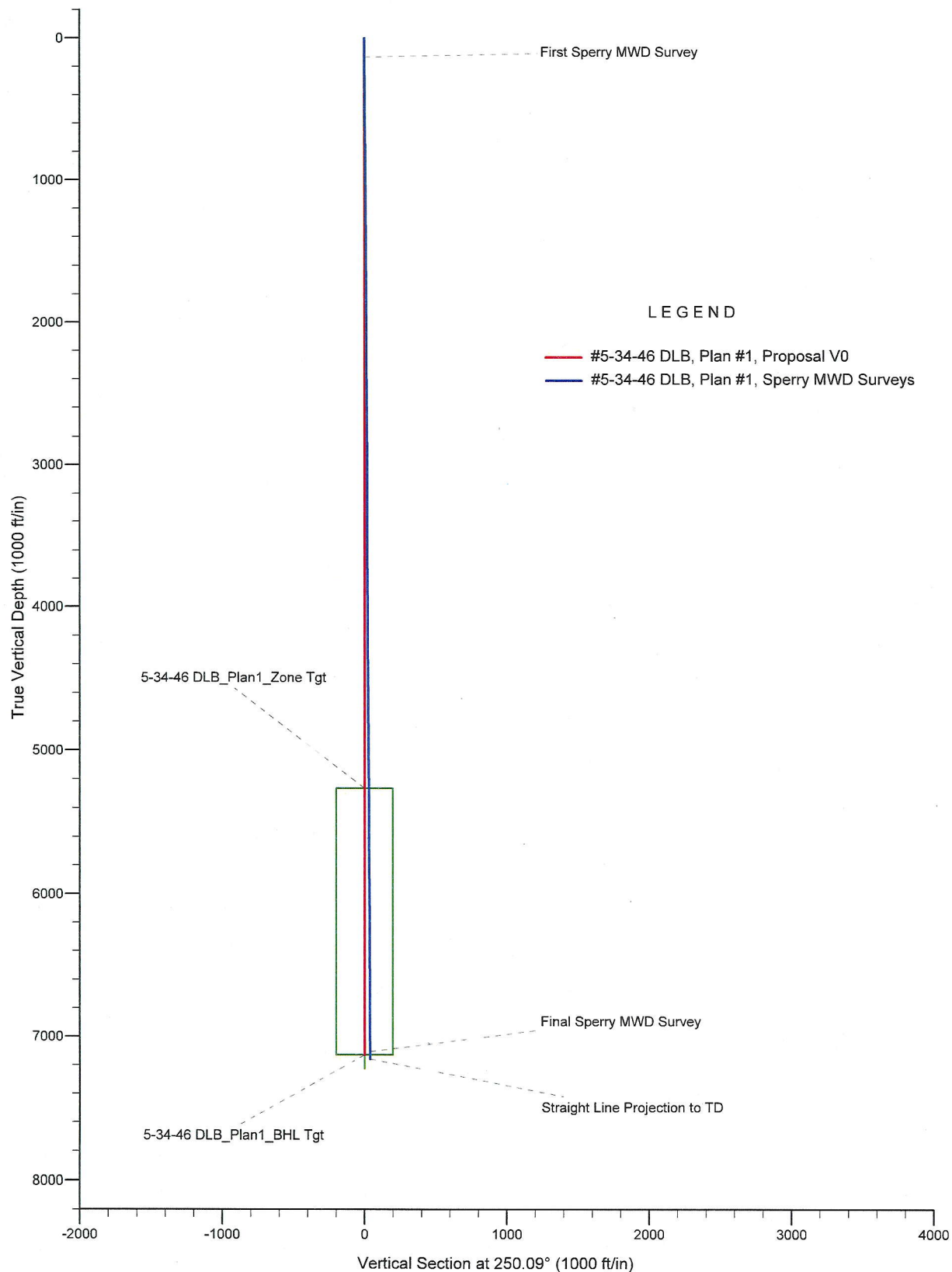
- #5-34-46 DLB, Plan #1, Proposal V0
- #5-34-46 DLB, Plan #1, Sperry MWD Surveys



Project: Duchesne County, UT (NAD 1927)
Site: Sec. 34-T4S-R6W
Well: #5-34-46 DLB

Bill Barrett Corp

HALLIBURTON
Sperry Drilling



STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		5. LEASE DESIGNATION AND SERIAL NUMBER: 20G0005500
1. TYPE OF WELL Gas Well		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: Ute
2. NAME OF OPERATOR: BILL BARRETT CORP		7. UNIT or CA AGREEMENT NAME:
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		8. WELL NAME and NUMBER: 5-34-46 DLB
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		9. API NUMBER: 43013504150000
9. FIELD and POOL or WILDCAT: ALTAMONT		COUNTY: DUCHESNE
STATE: UTAH		
11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA		
TYPE OF SUBMISSION	TYPE OF ACTION	
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE	
<input type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion:	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	
<input checked="" type="checkbox"/> SPUD REPORT Date of Spud: 9/17/2010	<input type="checkbox"/> CHANGE WELL STATUS	
<input type="checkbox"/> DRILLING REPORT Report Date:	<input type="checkbox"/> DEEPEN	
	<input type="checkbox"/> OPERATOR CHANGE	
	<input type="checkbox"/> PRODUCTION START OR RESUME	
	<input type="checkbox"/> REPERFORATE CURRENT FORMATION	
	<input type="checkbox"/> TUBING REPAIR	
	<input type="checkbox"/> WATER SHUTOFF	
	<input type="checkbox"/> WILDCAT WELL DETERMINATION	
	<input type="checkbox"/> ALTER CASING	
	<input type="checkbox"/> CHANGE TUBING	
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	
	<input type="checkbox"/> FRACTURE TREAT	
	<input type="checkbox"/> PLUG AND ABANDON	
	<input type="checkbox"/> RECLAMATION OF WELL SITE	
	<input type="checkbox"/> SIDETRACK TO REPAIR WELL	
	<input type="checkbox"/> VENT OR FLARE	
	<input type="checkbox"/> SI TA STATUS EXTENSION	
	<input type="checkbox"/> OTHER: <input style="width: 100px;" type="text"/>	
12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc. This sundry is being submitted to notify that this well was spud by Leon Ross Drilling on 09/17/2010 at 9:00 am.		
Accepted by the Utah Division of Oil, Gas and Mining FOR RECORD ONLY		
NAME (PLEASE PRINT) Venessa Langmacher	PHONE NUMBER 303 312-8172	TITLE Senior Permit Analyst
SIGNATURE N/A	DATE 8/3/2011	

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING		FORM 9
SUNDRY NOTICES AND REPORTS ON WELLS Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.		5. LEASE DESIGNATION AND SERIAL NUMBER: 14-20-H62-6305
1. TYPE OF WELL Gas Well		6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE
2. NAME OF OPERATOR: BILL BARRETT CORP		7. UNIT or CA AGREEMENT NAME:
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300 , Denver, CO, 80202		8. WELL NAME and NUMBER: 5-34-46 DLB
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1854 FNL 0683 FWL QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SWNW Section: 34 Township: 04.0S Range: 06.0W Meridian: U		9. API NUMBER: 43013504150000
PHONE NUMBER: 303 312-8134 Ext		9. FIELD and POOL or WILDCAT: ALTAMONT
COUNTY: DUCHESNE		STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION			
<input type="checkbox"/> NOTICE OF INTENT Approximate date work will start:	<input type="checkbox"/> ACIDIZE <input type="checkbox"/> CHANGE TO PREVIOUS PLANS <input type="checkbox"/> CHANGE WELL STATUS <input type="checkbox"/> DEEPEN <input type="checkbox"/> OPERATOR CHANGE <input type="checkbox"/> PRODUCTION START OR RESUME <input type="checkbox"/> REPERFORATE CURRENT FORMATION <input type="checkbox"/> TUBING REPAIR <input type="checkbox"/> WATER SHUTOFF <input type="checkbox"/> WILDCAT WELL DETERMINATION	<input type="checkbox"/> ALTER CASING <input type="checkbox"/> CHANGE TUBING <input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS <input type="checkbox"/> FRACTURE TREAT <input type="checkbox"/> PLUG AND ABANDON <input type="checkbox"/> RECLAMATION OF WELL SITE <input type="checkbox"/> SIDETRACK TO REPAIR WELL <input type="checkbox"/> VENT OR FLARE <input type="checkbox"/> SI TA STATUS EXTENSION	<input type="checkbox"/> CASING REPAIR <input type="checkbox"/> CHANGE WELL NAME <input type="checkbox"/> CONVERT WELL TYPE <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> PLUG BACK <input type="checkbox"/> RECOMPLETE DIFFERENT FORMATION <input type="checkbox"/> TEMPORARY ABANDON <input type="checkbox"/> WATER DISPOSAL <input type="checkbox"/> APD EXTENSION	<input checked="" type="checkbox"/> SUBSEQUENT REPORT Date of Work Completion: 1/13/2011 <input type="checkbox"/> SPUD REPORT Date of Spud: <input type="checkbox"/> DRILLING REPORT Report Date:
OTHER: <input style="width: 100px;" type="text" value="Earned Lease"/>				

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.
 The Tribal lease has been earned for this well. The new lease number is **14-20-H62-6305**

**Accepted by the
Utah Division of
Oil, Gas and Mining**
 June 24, 2014

 Date: X
 By: signature

NAME (PLEASE PRINT) Christina Hirtler	PHONE NUMBER 303 312-8597	TITLE Administrative Assistant
SIGNATURE N/A	DATE 6/3/2014	

Effective Date: 11/1/2016

FORMER OPERATOR:	NEW OPERATOR:
Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, CO 80202	Rig II, LLC 1582 West 2600 South Woods Cross, UT 84087
CA Number(s):	Unit(s):

WELL INFORMATION:

Well Name	Sec	TWN	RNG	API	Entity	Mineral	Surface	Type	Status
See Attached List									

OPERATOR CHANGES DOCUMENTATION:

1. Sundry or legal documentation was received from the **FORMER** operator on: 10/21/2016
2. Sundry or legal documentation was received from the **NEW** operator on: 10/21/2016
3. New operator Division of Corporations Business Number: 8256968-0160

REVIEW:

1. Surface Agreement Sundry from **NEW** operator on Fee Surface wells received on: N/A
2. Receipt of Acceptance of Drilling Procedures for APD on: 10/21/2016
3. Reports current for Production/Disposition & Sundries: 11/2/2016
4. OPS/SI/TA well(s) reviewed for full cost bonding: 11/3/2016
5. UIC5 on all disposal/injection/storage well(s) approved on: 11/3/2016
6. Surface Facility(s) included in operator change: None
7. Inspections of PA state/fee well sites complete on (only upon operators request): 11/3/2016

NEW OPERATOR BOND VERIFICATION:

1. Federal well(s) covered by Bond Number: UTB000712
2. Indian well(s) covered by Bond Number: LPM 922467
3. State/fee well(s) covered by Bond Number(s): 9219529

DATA ENTRY:

1. Well(s) update in the **OGIS** on: 11/7/2016
2. Entity Number(s) updated in **OGIS** on: 11/7/2016
3. Unit(s) operator number update in **OGIS** on: N/A
4. Surface Facilities update in **OGIS** on: N/A
5. State/Fee well(s) attached to bond(s) in **RBDMS** on: 11/7/2016
6. Surface Facilities update in **RBDMS** on: N/A

COMMENTS:

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

Well Name	Sec	TWN	RNG	API Number	Entity	Mineral	Surface	Type	Status
SWD 9-36 BTR	9	030S	060W	4301350646	18077	Indian	Fee	WD	A
16-6D-46 BTR SWD	6	040S	060W	4301350781	18327	Indian	Fee	WD	A
6-32-36 BTR SWD	32	030S	060W	4301350921	18329	Indian	Fee	WD	A
LC TRIBAL 8-26D-47	26	040S	070W	4301334024		Indian	Indian	OW	APD
16-21D-37 BTR	21	030S	070W	4301350758		Indian	Fee	OW	APD
14-11D-37 BTR	11	030S	070W	4301350862		Indian	Fee	OW	APD
7-17D-46 BTR	17	040S	060W	4301350883		Indian	Indian	OW	APD
14-12D-37 BTR	12	030S	070W	4301350894		Indian	Fee	OW	APD
1-18D-36 BTR	18	030S	060W	4301350922		Indian	Fee	OW	APD
13-2D-45 BTR	2	040S	050W	4301350931		Indian	Indian	OW	APD
5H-16-46 BTR	16	040S	060W	4301350992		Indian	Indian	OW	APD
9H-17-45 BTR	17	040S	050W	4301351098		Indian	Indian	OW	APD
13H-8-46 BTR UB	8	040S	060W	4301351124		Indian	Indian	OW	APD
8H-9-46 BTR	9	040S	060W	4301351140		Indian	Indian	OW	APD
LC TRIBAL 7-31D-37	31	030S	070W	4301351147		Indian	Fee	OW	APD
14-16D-45 BTR	16	040S	050W	4301351178		Indian	Indian	OW	APD
16-19D-37 BTR	19	030S	070W	4301351179		Indian	Fee	OW	APD
6-2D-45 BTR	2	040S	050W	4301351234		Indian	Indian	OW	APD
2-2D-45 BTR	2	040S	050W	4301351235		Indian	Indian	OW	APD
10-26-35 BTR	26	030S	050W	4301351248		Indian	Fee	OW	APD
LC TRIBAL 1H-33-46	33	040S	060W	4301351257		Indian	Fee	OW	APD
LC TRIBAL 9-25D-46	25	040S	060W	4301351276		Indian	Indian	OW	APD
LC TRIBAL 8H-30-45	30	040S	050W	4301351277		Indian	Indian	OW	APD
LC TRIBAL 16H-30-45	30	040S	050W	4301351279		Indian	Indian	OW	APD
LC TRIBAL 13-30D-45	30	040S	050W	4301351282		Indian	Indian	OW	APD
LC TRIBAL 16H-36-46	36	040S	060W	4301351291		Indian	Indian	OW	APD
LC TRIBAL 13H-30-46	30	040S	060W	4301351321		Indian	Indian	OW	APD
LC TRIBAL 13H-31-46	31	040S	060W	4301351326		Indian	Indian	OW	APD
LC TRIBAL 16-31D-46	31	040S	060W	4301351328		Indian	Indian	OW	APD
LC TRIBAL 5H-26-47	26	040S	070W	4301351337		Indian	Indian	OW	APD
LC TRIBAL 5H-19-45	20	040S	050W	4301351349		Indian	Indian	OW	APD
LC TRIBAL 16-36D-47	36	040S	070W	4301351363		Indian	Indian	OW	APD
15-4D-47 BTR	4	040S	070W	4301351377		Indian	Fee	OW	APD
16-23D-46 LC TRIBAL	23	040S	060W	4301351396		Indian	Fee	OW	APD
15-2D-36 BTR	2	030S	060W	4301351419		Indian	Fee	OW	APD
16-23D-37 BTR	23	030S	070W	4301351420		Indian	Fee	OW	APD
11-9D-47 BTR	9	040S	070W	4301351422		Indian	Fee	OW	APD
15-13D-47 BTR	13	040S	070W	4301351424		Indian	Indian	OW	APD
LC TRIBAL 15-19D-46	19	040S	060W	4301351426		Indian	Indian	OW	APD
16-13D-45 BTR	13	040S	050W	4301351428		Indian	Indian	OW	APD

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

14-12D-45 BTR	12	040S	050W	4301351444		Indian	Indian	OW	APD
16-14D-45 BTR	14	040S	050W	4301351445		Indian	Indian	OW	APD
5-13D-45 BTR	13	040S	050W	4301351446		Indian	Indian	OW	APD
LC TRIBAL 16-26D-46	26	040S	060W	4301351450		Indian	State	OW	APD
LC TRIBAL 16-34D-46	34	040S	060W	4301351451		Indian	State	OW	APD
16-12D-45 BTR	12	040S	050W	4301351452		Indian	Indian	OW	APD
8-12D-45 BTR	12	040S	050W	4301351453		Indian	Indian	OW	APD
LC TRIBAL 1-35D-46	35	040S	060W	4301351454		Indian	Fee	OW	APD
16-25D-37 BTR	25	030S	070W	4301351455		Indian	Fee	OW	APD
LC TRIBAL 13H-29-46	28	040S	060W	4301351462		Indian	Fee	OW	APD
LC TRIBAL 14-30D-37	30	030S	070W	4301351494		Indian	Fee	OW	APD
7-13D-45 BTR	13	040S	050W	4301351497		Indian	Indian	OW	APD
LC TRIBAL 4H-35-46	35	040S	060W	4301351515		Indian	Fee	OW	APD
LC TRIBAL 13H-19-46	19	040S	060W	4301351543		Indian	Indian	OW	APD
16-26D-37 BTR	26	030S	070W	4301351598		Indian	Fee	OW	APD
LC TRIBAL 16-31D-37	31	030S	070W	4301351610		Indian	Fee	OW	APD
5-4-35 BTR	4	030S	050W	4301351613		Indian	Fee	OW	APD
LC TRIBAL 16-31D-47	31	040S	070W	4301351616		Indian	Indian	OW	APD
LC TRIBAL 13H-31-47	31	040S	070W	4301351617		Indian	Indian	OW	APD
LC TRIBAL 13-32D-47	32	040S	070W	4301351619		Indian	Indian	OW	APD
LC TRIBAL 16H-32-47	32	040S	070W	4301351620		Indian	Indian	OW	APD
LC TRIBAL 1-32D-47	32	040S	070W	4301351624		Indian	Indian	OW	APD
LC TRIBAL 4H-32-47	32	040S	070W	4301351625		Indian	Indian	OW	APD
LC TRIBAL 13-28D-47	28	040S	070W	4301351627		Indian	Indian	OW	APD
LC TRIBAL 13H-29-47	28	040S	070W	4301351628		Indian	Indian	OW	APD
LC TRIBAL 16H-28-47	28	040S	070W	4301351629		Indian	Indian	OW	APD
LC TRIBAL 1-28D-47	28	040S	070W	4301351639		Indian	Indian	OW	APD
LC TRIBAL 1H-27-47	28	040S	070W	4301351640		Indian	Indian	OW	APD
LC TRIBAL 4H-28-47	28	040S	070W	4301351641		Indian	Indian	OW	APD
LC TRIBAL 7-25D-58	25	050S	080W	4301351643		Indian	Indian	OW	APD
LC TRIBAL 6-25D-58	25	050S	080W	4301351644		Indian	Indian	OW	APD
LC TRIBAL 13H-24-58	24	050S	080W	4301351645		Indian	Indian	OW	APD
LC TRIBAL 16-24D-58	24	050S	080W	4301351646		Indian	Indian	OW	APD
LC Tribal 8-23D-46	23	040S	060W	4301351654		Indian	Fee	OW	APD
LC Tribal 16-35D-45	35	040S	050W	4301351656		Indian	Fee	OW	APD
LC Tribal 13H-35-45	35	040S	050W	4301351657		Indian	Fee	OW	APD
LC Tribal 16-36D-45	36	040S	050W	4301351658		Indian	Fee	OW	APD
LC Tribal 13H-36-45	36	040S	050W	4301351659		Indian	Fee	OW	APD
LC Tribal 5-36D-45	36	040S	050W	4301351661		Indian	Fee	OW	APD
LC Tribal 8-26D-46	26	040S	060W	4301351663		Indian	Fee	OW	APD
3-29D-36 BTR	29	030S	060W	4301351665		Indian	Fee	OW	APD

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LC Tribal 5-35D-45	35	040S	050W	4301351666	Indian	Fee	OW	APD
LC Tribal 5-24D-46	24	040S	060W	4301351668	Indian	Indian	OW	APD
LC TRIBAL 6-12D-58	12	050S	080W	4301351696	Indian	Indian	OW	APD
LC TRIBAL 8-12D-58	12	050S	080W	4301351697	Indian	Indian	OW	APD
LC TRIBAL 16H-22-47	21	040S	070W	4301351700	Indian	Indian	OW	APD
5-25D-37 BTR	25	030S	070W	4301351803	Indian	Fee	OW	APD
8-3D-36 BTR	3	030S	060W	4301351804	Indian	Fee	OW	APD
14-26D-37 BTR	26	030S	070W	4301351805	Indian	Fee	OW	APD
9-4-35 BTR	4	030S	050W	4301351806	Indian	Fee	OW	APD
11-4D-35 BTR	4	030S	050W	4301351807	Indian	Fee	OW	APD
16-27D-37 BTR	27	030S	070W	4301351808	Indian	Fee	OW	APD
14-27D-37 BTR	27	030S	070W	4301351809	Indian	Fee	OW	APD
14-16D-46 BTR	16	040S	060W	4301351812	Indian	Indian	OW	APD
LC Tribal 16-35D-48	35	040S	080W	4301351847	Indian	Indian	OW	APD
LC Tribal 13H-35-48	35	040S	080W	4301351848	Indian	Indian	OW	APD
LC Tribal 13-2D-58	11	050S	080W	4301351850	Indian	Indian	OW	APD
5-13D-36 BTR	13	030S	060W	4301351862	Indian	Fee	OW	APD
5-8D-36 BTR	8	030S	060W	4301351871	Indian	Fee	OW	APD
16-1D-36 BTR	1	030S	060W	4301351872	Indian	Fee	OW	APD
8-18D-46 BTR	18	040S	060W	4301351897	Indian	Fee	OW	APD
LC Tribal 5-36D-46	36	040S	060W	4301351905	Indian	Indian	OW	APD
LC Tribal 5-26D-45	26	040S	050W	4301351907	Indian	Indian	OW	APD
14-13D-45 BTR	13	040S	050W	4301351974	Indian	Indian	OW	APD
14-34D-46 DLB	34	040S	060W	4301351975	Indian	Fee	OW	APD
LC Tribal 5-21D-45	21	040S	050W	4301352001	Indian	Indian	OW	APD
LC Tribal 8-22D-45	22	040S	050W	4301352002	Indian	Indian	OW	APD
LC Tribal 8-25D-45	25	040S	050W	4301352007	Indian	Indian	OW	APD
LC Tribal 16-25D-45	25	040S	050W	4301352008	Indian	Indian	OW	APD
LC Tribal 16-22D-45	22	040S	050W	4301352009	Indian	Indian	OW	APD
LC Tribal 16-26D-45	26	040S	050W	4301352010	Indian	Indian	OW	APD
LC Tribal 14-31D-37	31	030S	070W	4301352016	Indian	Fee	OW	APD
5-12D-45 BTR	12	040S	050W	4301352030	Indian	Indian	OW	APD
LC Tribal 9-20D-45	20	040S	050W	4301352031	Indian	Indian	OW	APD
LC Tribal 13-35D-47	35	040S	070W	4301352055	Indian	Indian	OW	APD
LC Tribal 1-23D-47	23	040S	070W	4301352057	Indian	Indian	OW	APD
9-17D-46 BTR	17	040S	060W	4301352059	Indian	Indian	OW	APD
11-18D-46 BTR	18	040S	060W	4301352060	Indian	Indian	OW	APD
9-10D-47 BTR	10	040S	070W	4301352092	Indian	Fee	OW	APD
LC Tribal 1-17D-47	17	040S	070W	4301352096	Indian	Fee	OW	APD
7-35D-37 BTR	35	030S	070W	4301352115	Indian	Fee	OW	APD
14-25D-37 BTR	25	030S	070W	4301352116	Indian	Fee	OW	APD

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LC Tribal 5-25-46	25	040S	060W	4301352126	Indian	Indian	OW	APD
8-33D-35 BTR	33	030S	050W	4301352161	Indian	Fee	OW	APD
5-4D-36 BTR	4	030S	060W	4301352175	Indian	Fee	OW	APD
7-4D-36 BTR	4	030S	060W	4301352176	Indian	Fee	OW	APD
LC Tribal 4-36D-47	36	040S	070W	4301352186	Indian	Indian	OW	APD
LC Tribal 4-22D-46	22	040S	060W	4301352944	Indian	Indian	OW	APD
LC Tribal 16-22D-46	22	040S	060W	4301352945	Indian	Indian	OW	APD
LC Tribal 11-19D-46	19	040S	060W	4301352946	Indian	Indian	OW	APD
LC Tribal 7-20D-45	20	040S	050W	4301352947	Indian	Indian	OW	APD
15-11D-35 BTR	11	030S	050W	4301353056	Indian	Fee	OW	APD
13-11D-35 BTR	11	030S	050W	4301353057	Indian	Fee	OW	APD
BTR 16-36D-37	36	030S	070W	4301353059	Indian	Fee	OW	APD
4-29D-35 BTR	30	030S	050W	4301353060	Indian	Fee	OW	APD
1-30D-35 BTR	30	030S	050W	4301353061	Fee	Fee	OW	APD
LC TRIBAL 3-23D-46	23	040S	060W	4301353066	Indian	State	OW	APD
LC Tribal 14-23D-46	23	040S	060W	4301353067	Indian	State	OW	APD
LC Tribal 13-25D-46	25	040S	060W	4301353068	Indian	Indian	OW	APD
LC Tribal 14-26D-46	26	040S	060W	4301353069	Indian	State	OW	APD
LC Tribal 5-26D-46	26	040S	060W	4301353070	Indian	State	OW	APD
LC Tribal 11-35D-45	35	040S	050W	4301353071	Indian	State	OW	APD
LC Tribal 7-35D-45	35	040S	050W	4301353072	Indian	State	OW	APD
LC Tribal 3-35D-45	35	040S	050W	4301353075	Indian	State	OW	APD
LC Tribal 14-36D-45	36	040S	050W	4301353076	Indian	State	OW	APD
LC Tribal 13-36D-45	36	040S	050W	4301353077	Indian	State	OW	APD
LC Tribal 10-36D-45	36	040S	050W	4301353078	Indian	State	OW	APD
LC Tribal 8-36D-45	36	040S	050W	4301353079	Indian	State	OW	APD
LC Tribal 6-36D-45	36	040S	050W	4301353080	Indian	State	OW	APD
LC Tribal 1-34D-46	34	040S	060W	4301353081	Indian	State	OW	APD
LC Tribal 9-27D-46	27	040S	060W	4301353082	Indian	State	OW	APD
LC Tribal 13-35D-45	35	040S	050W	4301353083	Indian	State	OW	APD
LC Tribal 8-35D-45	35	040S	050W	4301353084	Indian	State	OW	APD
LC Tribal 15-35D-45	35	040S	050W	4301353085	Indian	State	OW	APD
LC Tribal 12-25D-45	25	040S	050W	4301353122	Indian	Indian	OW	APD
LC Tribal 14-25D-45	25	040S	050W	4301353123	Indian	Indian	OW	APD
LC Tribal 10-25D-45	25	040S	050W	4301353124	Indian	Indian	OW	APD
LC Tribal 11-26-45	26	040S	050W	4301353125	Indian	Indian	OW	APD
LC Tribal 13-26D-45	26	040S	050W	4301353126	Indian	Indian	OW	APD
LC Tribal 7-31D-46	31	040S	060W	4301353127	Indian	Indian	OW	APD
LC Tribal 7-19D-45	19	040S	050W	4301353128	Indian	Indian	OW	APD
LC Tribal 5-19D-45	19	040S	050W	4301353130	Indian	Indian	OW	APD
LC Tribal 7-25D-46	25	040S	060W	4301353132	Indian	Indian	OW	APD

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LC Tribal 7-24D-46	24	040S	060W	4301353134		Indian	Indian	OW	APD
LC Tribal 14-31D-46	31	040S	060W	4301353135		Indian	Indian	OW	APD
LC Tribal 14-30D-46	30	040S	060W	4301353136		Indian	Indian	OW	APD
13-4-35 BTR SWD	4	030S	050W	4301353293		Fee	Fee	OW	APD
LC FEE 14-26D-47	26	040S	070W	4301353294		Fee	Indian	OW	APD
LC Fee 5-25D-47	25	040S	070W	4301353295		Fee	Indian	OW	APD
7-35-46 LC SWD	35	040S	060W	4301353296		Fee	Fee	OW	APD
LC Fee 1H-33-47	32	040S	070W	4301353309		Fee	Indian	OW	APD
LC FEE 14-2D-58	2	050S	080W	4301353312		Fee	Indian	OW	APD
LC FEE 13H-21-47	21	040S	070W	4301353313		Fee	Indian	OW	APD
LC Fee 16-21D-47	21	040S	070W	4301353326		Fee	Indian	OW	APD
16-7D-46 BTR	7	040S	060W	4301353328		Fee	Indian	OW	APD
LC Fee 15-26D-47	26	040S	070W	4301353331		Fee	Indian	OW	APD
LC Fee 4-24D-47	23	040S	070W	4301353332		Fee	Indian	OW	APD
LC Fee 5-34D-47	34	040S	070W	4301353333		Fee	Indian	OW	APD
LC Fee 5-35D-47	35	040S	070W	4301353334		Fee	Indian	OW	APD
13-34D-47 LC Fee	34	040S	070W	4301353337		Fee	Indian	OW	APD
14-35D-35 BTR	35	030S	050W	4301352120		Fee	Fee	OW	DRL
6-17D-46 BTR	17	040S	060W	4301351078		Indian	Indian	OW	OPS
5-34D-35 BTR	34	030S	050W	4301351187		Indian	Fee	OW	OPS
5-10D-45 BTR	10	040S	050W	4301351221		Indian	Indian	OW	OPS
5-3D-45 BTR	3	040S	050W	4301351810		Indian	Indian	OW	OPS
9-34D-35 BTR	34	030S	050W	4301352117		Fee	Fee	OW	OPS
5-35D-35 BTR	35	030S	050W	4301352118		Fee	Fee	OW	OPS
1-2D-46 BTR	2	040S	060W	4301353086		Indian	Fee	OW	OPS
7-21-46 DLB	21	040S	060W	4301333567	16526	Indian	Indian	OW	P
LC TRIBAL 1H-27-46	27	040S	060W	4301333568	18175	Indian	Fee	GW	P
7-29-46 DLB	29	040S	060W	4301333584	17603	Indian	Fee	GW	P
LC TRIBAL 12H-28-46	28	040S	060W	4301333631	18132	Indian	Indian	GW	P
LC TRIBAL 13H-21-46	21	040S	060W	4301333632	18107	Indian	Indian	GW	P
12-36-36 BTR	36	030S	060W	4301333638	16336	Indian	Fee	GW	P
5-5-46 BTR	5	040S	060W	4301333639	16542	Indian	Fee	OW	P
5-23-36 BTR	23	030S	060W	4301333642	16675	Indian	Fee	GW	P
14-29-36 BTR	29	030S	060W	4301333643	16725	Indian	Fee	OW	P
14-30-36 BTR	30	030S	060W	4301333644	16701	Indian	Fee	GW	P
7-20-46 DLB	20	040S	060W	4301333657	16584	Indian	Indian	OW	P
LC TRIBAL 5-21D-46	21	040S	060W	4301333658	18887	Indian	Indian	OW	P
5-20-46 DLB	20	040S	060W	4301333659	18750	Indian	Indian	GW	P
LC TRIBAL 13H-20-46	20	040S	060W	4301333678	17979	Indian	Indian	GW	P
14-7-46 BTR	7	040S	060W	4301333806	16890	Indian	Indian	GW	P
7-8-45 BTR	8	040S	050W	4301333820	16974	Indian	Indian	OW	P

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1-5-45 BTR	5	040S	050W	4301333868	16931	Indian	Indian	OW	P
5-16-36 BTR	16	030S	060W	4301333970	17195	Indian	Fee	OW	P
5-29-36 BTR	29	030S	060W	4301333972	17557	Indian	Fee	OW	P
4-30-36 BTR	30	030S	060W	4301333973	17249	Indian	Fee	OW	P
7-19-46 DLB	19	040S	060W	4301334004	19018	Indian	Indian	OW	P
5-25-36 BTR	25	030S	060W	4301334021	17126	Fee	Fee	OW	P
5-4-45 BTR	4	040S	050W	4301334089	17507	Indian	Indian	OW	P
13-2-46 BTR	2	040S	060W	4301334090	18618	Indian	Indian	OW	P
2-3-45 BTR	3	040S	050W	4301334099	17932	Indian	Indian	OW	P
7-6-45 BTR	6	040S	050W	4301334100	17653	Indian	Indian	OW	P
1-9-45 BTR	9	040S	050W	4301334101	17910	Indian	Indian	OW	P
8-10-45 BTR	10	040S	050W	4301334102	17530	Indian	Indian	OW	P
7-17-45 BTR	17	040S	050W	4301334104	17933	Indian	Indian	OW	P
16-7-45 BTR	7	040S	050W	4301334111	17665	Indian	Indian	OW	P
15-18-45 BTR	18	040S	050W	4301334112	17832	Indian	Indian	OW	P
6-12-46 BTR	12	040S	060W	4301334114	17964	Indian	Indian	OW	P
5-13-46 BTR	13	040S	060W	4301334115	17833	Indian	Indian	OW	P
16-26-36 BTR	26	030S	060W	4301334132	18028	Indian	Fee	OW	P
1-23-36 BTR	23	030S	060W	4301334136	17722	Indian	Fee	OW	P
15-10-36 BTR	10	030S	060W	4301334277	17419	Indian	Fee	OW	P
14-5-46 BTR	5	040S	060W	4301350307	17624	Fee	Fee	OW	P
14X-22-46 DLB	22	040S	060W	4301350351	17604	Indian	Indian	OW	P
16-13-36 BTR	13	030S	060W	4301350372	17853	Indian	Fee	OW	P
5-33-46 DLB	33	040S	060W	4301350397	17765	Indian	Fee	OW	P
5-34-46 DLB	34	040S	060W	4301350415	17801	Indian	State	GW	P
LC FEE 12H-32-46	32	040S	060W	4301350431	18003	Fee	Fee	OW	P
1-13D-47 BTR	13	040S	070W	4301350445	18205	Indian	Fee	OW	P
16-8D-45 BTR	8	040S	050W	4301350466	18799	Indian	Indian	OW	P
7-13D-46 BTR	13	040S	060W	4301350470	18076	Indian	Indian	OW	P
14-8D-45 BTR	8	040S	050W	4301350567	18207	Indian	Indian	OW	P
14-5D-45 BTR	5	040S	050W	4301350568	18108	Indian	Indian	OW	P
16-31D-36 BTR	31	030S	060W	4301350573	18004	Indian	Fee	OW	P
5-7D-46 BTR	7	040S	060W	4301350574	18176	Indian	Indian	OW	P
LC TRIBAL 13H-33-46	34	040S	060W	4301350575	18223	Indian	State	OW	P
5-8-45 BTR	8	040S	050W	4301350607	18279	Indian	Indian	OW	P
16-6D-45 BTR	6	040S	050W	4301350610	18177	Indian	Indian	OW	P
5-18D-45 BTR	18	040S	050W	4301350611	18300	Indian	Indian	OW	P
7-26-37 BTR	26	030S	070W	4301350641	18131	Indian	Fee	OW	P
3-11D-36 BTR	11	030S	060W	4301350642	18299	Indian	Fee	OW	P
16-1D-46 BTR	1	040S	060W	4301350675	18525	Indian	Indian	OW	P
14-3-45 BTR	3	040S	050W	4301350676	18363	Indian	Indian	OW	P

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4-17D-45 BTR	17	040S	050W	4301350687	18517	Indian	Indian	OW	P
5-6D-45 BTR	6	040S	050W	4301350688	18726	Indian	Indian	OW	P
7-7D-45 BTR	7	040S	050W	4301350689	18380	Indian	Indian	OW	P
14-10D-45 BTR	10	040S	050W	4301350754	18447	Indian	Indian	OW	P
14-9D-45 BTR	9	040S	050W	4301350755	18379	Indian	Indian	OW	P
13-16D-36 BTR	16	030S	060W	4301350757	18206	Indian	State	OW	P
5-9D-36 BTR	9	030S	060W	4301350843	18381	Indian	Fee	OW	P
16-5D-46 BTR	5	040S	060W	4301350844	18280	Fee	Fee	OW	P
5-27D-37 BTR	27	030S	070W	4301350847	18526	Indian	Fee	OW	P
7-4D-45 BTR	4	040S	050W	4301350884	18562	Indian	Indian	OW	P
2-16D-45 BTR	16	040S	050W	4301350899	18619	Indian	Indian	OW	P
16-10D-45 BTR	10	040S	050W	4301350902	18725	Indian	Indian	OW	P
5-2D-36 BTR	2	030S	060W	4301350913	18886	Indian	Fee	OW	P
13H-27-36 BTR	27	030S	060W	4301350918	18445	Indian	State	OW	P
8-16D-46 BTR	16	040S	060W	4301350953	19027	Indian	Indian	OW	P
16-16D-46 BTR	16	040S	060W	4301350956	19028	Indian	Indian	OW	P
16-9D-45 BTR	9	040S	050W	4301350962	18662	Indian	Indian	OW	P
14-31D-36 BTR	31	030S	060W	4301350973	18524	Indian	Fee	OW	P
5-10D-36 BTR	10	030S	060W	4301350978	18989	Indian	Fee	OW	P
1-32D-36 BTR	32	030S	060W	4301350979	18648	Indian	Fee	OW	P
16-12D-36 BTR	12	030S	060W	4301350980	18748	Indian	Fee	OW	P
2-18D-45 BTR	18	040S	050W	4301350991	18776	Indian	Indian	OW	P
3-1-46 BTR	1	040S	060W	4301351017	18777	Indian	Fee	OW	P
10-5-45 BTR	5	040S	050W	4301351062	18724	Indian	Indian	OW	P
12-4D-45 BTR	4	040S	050W	4301351063	18813	Indian	Indian	OW	P
1-10D-45 BTR	10	040S	050W	4301351064	18966	Indian	Indian	OW	P
16-2D-46 BTR	2	040S	060W	4301351079	18830	Indian	Indian	OW	P
9H-4-45 BTR	4	040S	050W	4301351092	18814	Indian	Indian	OW	P
12-17-45 BTR	17	040S	050W	4301351097	18984	Indian	Indian	OW	P
5-9D-46 BTR	9	040S	060W	4301351109	19313	Indian	Fee	OW	P
14-9D-36 BTR	9	030S	060W	4301351144	19004	Indian	Fee	OW	P
5-31D-36 BTR	31	030S	060W	4301351146	18691	Indian	Fee	OW	P
4-9D-45 BTR	9	040S	050W	4301351157	18883	Indian	Indian	OW	P
8-12D-46 BTR	12	040S	060W	4301351159	18911	Indian	Indian	OW	P
LC TRIBAL 16-23D-47	23	040S	070W	4301351180	18617	Indian	Indian	OW	P
14-7D-45 BTR	7	040S	050W	4301351222	18949	Indian	Indian	OW	P
5-16D-45 BTR	16	040S	050W	4301351223	18987	Indian	Indian	OW	P
4-5D-45 BTR	5	040S	050W	4301351242	18882	Indian	Indian	OW	P
LC TRIBAL 16H-19-45	19	040S	050W	4301351278	18627	Indian	Indian	OW	P
LC TRIBAL 13-19D-45	19	040S	050W	4301351280	18628	Indian	Indian	OW	P
LC TRIBAL 5-30D-45	30	040S	050W	4301351281	19448	Indian	Indian	OW	P

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

LC TRIBAL 15-24D-46	24	040S	060W	4301351283	18626	Indian	Indian	OW	P
LC TRIBAL 13H-24-46	19	040S	050W	4301351289	18629	Indian	Indian	OW	P
7-16-47 BTR	16	040S	070W	4301351296	18950	Indian	Fee	OW	P
14-18D-45 BTR	18	040S	050W	4301351313	19005	Indian	Indian	OW	P
LC TRIBAL 16-30D-46	30	040S	060W	4301351320	19006	Indian	Indian	OW	P
LC TRIBAL 5-20D-45	20	040S	050W	4301351331	19449	Indian	Indian	OW	P
11-8D-46 BTR	8	040S	060W	4301351336	19314	Indian	Indian	OW	P
5-7D-45 BTR	7	040S	050W	4301351350	18951	Indian	Indian	OW	P
7-5-35 BTR	5	030S	050W	4301351599	19078	Indian	Fee	OW	P
13-5D-35 BTR	5	030S	050W	4301351600	18996	Indian	Fee	OW	P
11-5D-35 BTR	5	030S	050W	4301351601	19061	Fee	Fee	OW	P
15-5D-35 BTR	5	030S	050W	4301351602	19062	Fee	Fee	OW	P
9-5D-35 BTR	5	030S	050W	4301351609	19029	Indian	Fee	OW	P
3-5D-35 BTR	5	030S	050W	4301351638	19079	Indian	Fee	OW	P
7-8-46 BTR	8	040S	060W	4301351702	19315	Indian	Indian	OW	P
7-30-46 DLB	30	040S	060W	4301351703	18997	Fee	Indian	OW	P
3-13D-46 BTR	13	040S	060W	4301351718	18881	Indian	Indian	OW	P
2-13D-46 BTR	13	040S	060W	4301351719	18885	Indian	Indian	OW	P
12-12D-46 BTR	12	040S	060W	4301351720	18867	Indian	Indian	OW	P
10-12D-46 BTR	12	040S	060W	4301351721	18856	Indian	Indian	OW	P
11-11D-47 BTR	11	040S	070W	4301352091	19633	Fee	Fee	OW	P
7-12D-47 BTR	12	040S	070W	4301352094	19600	Indian	Fee	OW	P
5-12D-47 BTR	12	040S	070W	4301352095	19634	Indian	Fee	OW	P
14-33D-35 BTR	33	030S	050W	4301352162	19450	Indian	Fee	OW	P
16-33D-35 BTR	33	030S	050W	4301352163	19451	Indian	Fee	OW	P
14-22-46 DLB	22	040S	060W	4301333660	17604	Indian	Indian	D	PA
13H-31-36 BTR	31	030S	060W	4301350465	18485	Indian	Fee	OW	PA
16X-23D-36 BTR	23	030S	060W	4301350623	18007	Indian	State	OW	PA
8-6-45 BTR	6	040S	050W	4301350900	18561	Indian	Indian	OW	PA
13-13-36 BTR	13	030S	060W	4301350919	18364	Indian	Fee	OW	PA
7-28-46 DLB	28	040S	060W	4301333569	16460	Indian	Indian	OW	S
5-21-36 BTR	21	030S	060W	4301333641	16674	Indian	Fee	GW	S
13-26-36 BTR	26	030S	060W	4301333980	17569	Indian	Fee	OW	S
14-1-46 BTR	1	040S	060W	4301334113	18516	Indian	Indian	OW	S
16-21-36 BTR	21	030S	060W	4301334130	17721	Indian	Fee	OW	S
14-21-36 BTR	21	030S	060W	4301334131	18006	Indian	Fee	OW	S
7-16-36 BTR	16	030S	060W	4301334133	17834	Indian	Fee	OW	S
1-30-36 BTR	30	030S	060W	4301334134	17905	Indian	Fee	OW	S
16-30-36 BTR	30	030S	060W	4301334135	18005	Indian	Fee	OW	S
3-23-36 BTR	23	030S	060W	4301334137	17860	Indian	Fee	OW	S
16-16-36 BTR	16	030S	060W	4301334138	17666	Indian	Fee	OW	S

From: Bill Barrett Corporation

To: Rig II, LLC

Effective 11/1/2016

4-26-36 BTR	26	030S	060W	4301334139	17620	Fee	Fee	OW	S
9-11-36 BTR	11	030S	060W	4301334276	17451	Indian	Fee	OW	S
3-36-36 BTR	36	030S	060W	4301350398	17955	Indian	Fee	OW	S
7-10-36 BTR	10	030S	060W	4301350437	18052	Indian	Fee	OW	S
16-12D-46 BTR	12	040S	060W	4301350467	18051	Indian	Indian	OW	S
13H-13-46 BTR	13	040S	060W	4301350468	18208	Indian	Indian	OW	S
13-12-46 BTR	12	040S	060W	4301350469	18233	Indian	Indian	OW	S
14-8D-36 BTR	8	030S	060W	4301350612	18163	Indian	Fee	OW	S
14-7D-36 BTR	7	030S	060W	4301350613	18330	Indian	Fee	OW	S
16-9-36 BTR	9	030S	060W	4301350645	18078	Indian	Fee	OW	S
7-27-37 BTR	27	030S	070W	4301350647	18090	Indian	Fee	OW	S
16-12D-37 BTR	12	030S	070W	4301350785	18446	Indian	Fee	OW	S
14-21D-37 BTR	21	030S	070W	4301350859	18548	Indian	Fee	OW	S
10-18D-36 BTR	18	030S	060W	4301350915	18884	Indian	Fee	OW	S
5-27D-36	27	030S	060W	4301350917	18482	Indian	State	OW	S
10-36D-36 BTR	36	030S	060W	4301351005	18523	Indian	Fee	OW	S
14-6D-45 BTR	6	040S	050W	4301351158	18967	Indian	Indian	OW	S
5H-1-46 BTR UTELAND BUTTE	6	040S	050W	4301351215	18728	Indian	Indian	OW	S
5H-1-46 BTR WASATCH	6	040S	050W	4301351216	18727	Indian	Indian	OW	S
1-25D-36 BTR	25	030S	060W	4301351294	18798	Indian	Fee	OW	S
5-5D-35 BTR	5	030S	050W	4301351605	19055	Indian	Fee	OW	S
16-23-36 BTR	23	030S	060W	4301333971	17182	Indian	Fee	OW	TA
LC TRIBAL 14-23D-47	23	040S	070W	4301334022	18616	Indian	Indian	OW	TA
5-32D-36 BTR	32	030S	060W	4301350756	18328	Indian	Fee	OW	TA



October 20, 2016

Re: Bill Barrett Corporation Transfer to New Operator

Dear Ms. Medina:

Attached please find the change of operation Form 9, Form 5's and Request to Transfer APD form changing the operator from Bill Barrett Corporation to RIG II, LLC, effective 11/1/2016. Badlands Energy – Utah, LLC will be a sub-operator.

New Operator Contact information:

RIG II, LLC
1582 West 2600 South
Woods Cross, Utah 84087-0298
Telephone: (801) 683-4245
Fax: (801) 298-9889

Upon reviewing the attached, please contact myself with any questions at 303-312-8115.

Sincerely,

Bill Barrett Corporation

Brady Riley
Permit Analyst

RECEIVED
OCT 21 2016
DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

5. LEASE DESIGNATION AND SERIAL NUMBER:
(see attached well list)

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:
N/A

7. UNIT or CA AGREEMENT NAME:

8. WELL NAME and NUMBER:
(see attached well list)

9. API NUMBER:

10. FIELD AND POOL, OR WILDCAT:

1. TYPE OF WELL
OIL WELL ☒ GAS WELL ☐ OTHER _____

2. NAME OF OPERATOR:
RIG II, LLC N4055

3. ADDRESS OF OPERATOR:
1582 West 2600 South CITY Wood Cross STATE UT ZIP 84087 PHONE NUMBER: (801) 683-4245

4. LOCATION OF WELL
FOOTAGES AT SURFACE: (see attached well list)

COUNTY:

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:

STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
<input checked="" type="checkbox"/> NOTICE OF INTENT (Submit in Duplicate) Approximate date work will start: 11/1/2016	<input type="checkbox"/> ACIDIZE	<input type="checkbox"/> DEEPEN	<input type="checkbox"/> REPERFORATE CURRENT FORMATION
	<input type="checkbox"/> ALTER CASING	<input type="checkbox"/> FRACTURE TREAT	<input type="checkbox"/> SIDETRACK TO REPAIR WELL
	<input type="checkbox"/> CASING REPAIR	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> TEMPORARILY ABANDON
	<input type="checkbox"/> CHANGE TO PREVIOUS PLANS	<input checked="" type="checkbox"/> OPERATOR CHANGE	<input type="checkbox"/> TUBING REPAIR
	<input type="checkbox"/> CHANGE TUBING	<input type="checkbox"/> PLUG AND ABANDON	<input type="checkbox"/> VENT OR FLARE
<input type="checkbox"/> SUBSEQUENT REPORT (Submit Original Form Only) Date of work completion:	<input type="checkbox"/> CHANGE WELL NAME	<input type="checkbox"/> PLUG BACK	<input type="checkbox"/> WATER DISPOSAL
	<input type="checkbox"/> CHANGE WELL STATUS	<input type="checkbox"/> PRODUCTION (START/RESUME)	<input type="checkbox"/> WATER SHUT-OFF
	<input type="checkbox"/> COMMINGLE PRODUCING FORMATIONS	<input type="checkbox"/> RECLAMATION OF WELL SITE	<input type="checkbox"/> OTHER: _____
	<input type="checkbox"/> CONVERT WELL TYPE	<input type="checkbox"/> RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

RIG II, LLC IS SUBMITTING THIS SUNDRY AS NOTIFICATION THAT THE WELLS LISTED ON THE ATTACHED LIST HAVE BEEN SOLD TO RIG II, LLC BY BILL BARRETT CORPORATION EFFECTIVE 11/1/2016. PLEASE REFER ALL FUTURE CORRESPONDENCE TO THE ADDRESS BELOW.

RIG II, LLC
1582 West 2600 South
Woods Cross, Utah 84087-0298
801-683-4245
(STATE/FEE BOND # 9219529/ BLM BOND # UTB000712/ BIA BOND # LPM9224670)

BILL BARRETT CORPORATION N4165
Duane Zavala NAME (PLEASE PRINT)
Duane Zavala SIGNATURE
Senior Vice President -
EH&S, Government and Regulatory Affairs

RIG II, LLC
Jesse McSwain NAME (PLEASE PRINT)
Jesse McSwain SIGNATURE
Manager

NAME (PLEASE PRINT) Jesse McSwain
SIGNATURE Jesse McSwain
TITLE Manager
DATE 10/20/16

(This space for State use only)

APPROVED

NOV 07 2016

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Request to Transfer Application or Permit to Drill

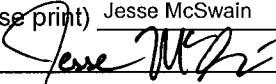
(This form should accompany a Sundry Notice, Form 9, requesting APD transfer)

Well name:	(See attached list)
API number:	
Location:	Qtr-Qtr: Section: Township: Range:
Company that filed original application:	Bill Barrett Corporation
Date original permit was issued:	
Company that permit was issued to:	Bill Barrett Corporation

Check one	Desired Action:
	Transfer pending (unapproved) Application for Permit to Drill to new operator
	The undersigned as owner with legal rights to drill on the property, hereby verifies that the information as submitted in the pending Application for Permit to Drill, remains valid and does not require revision. The new owner of the application accepts and agrees to the information and procedures as stated in the application.
<input checked="" type="checkbox"/>	Transfer approved Application for Permit to Drill to new operator
	The undersigned as owner with legal rights to drill on the property as permitted, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision.

Following is a checklist of some items related to the application, which should be verified.	Yes	No
If located on private land, has the ownership changed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> If so, has the surface agreement been updated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any changes to the access route including ownership or right-of-way, which could affect the proposed location?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the approved source of water for drilling changed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is bonding still in place, which covers this proposed well? Bond No. <small>9219529-UDOGM / UTB000712-BLM / LPM9224670-BIA</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Any desired or necessary changes to either a pending or approved Application for Permit to Drill that is being transferred, should be filed on a Sundry Notice, Form 9, or amended Application for Permit to Drill, Form 3, as appropriate, with necessary supporting information as required.

Name (please print) Jesse McSwain Title Manager
Signature  Date 10/20/16
Representing (company name) RIG II, LLC

The person signing this form must have legal authority to represent the company or individual(s) to be listed as the new operator on the Application for Permit to Drill.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

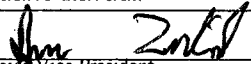
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

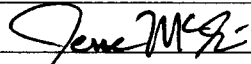
Well Name and Number 6-32-36 BTR SWD	API Number 4301350921
Location of Well Footage : 1628 FNL 1553 FWL County : DUCHENSE QQ, Section, Township, Range: SENW 32 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

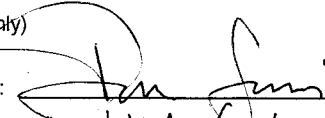
CURRENT OPERATOR

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadii</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Title: <u>EH&S, Government and Regulatory Affairs</u>
Comments:	Date: <u>10/20/16</u>

NEW OPERATOR

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: 
Title: UIC Geologist

Approval Date: 11/3/16

Comments:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

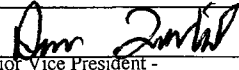
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

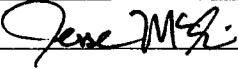
Well Name and Number 16-6D-46 BTR SWD	API Number 4301350781
Location of Well Footage : 0200 FSL 0099 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 6 4S 6W State : UTAH	Field or Unit Name ALTAMONT Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016


CURRENT OPERATOR

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadi</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Title: <u>EH&S, Government and Regulatory Affairs</u>	
Comments:	

NEW OPERATOR

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: 
Title: VIC

Approval Date: 11/3/16

Comments:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

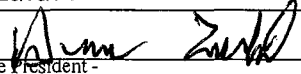
UIC FORM 5

TRANSFER OF AUTHORITY TO INJECT

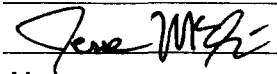
Well Name and Number SWD 9-36 BTR	API Number 4301350646
Location of Well Footage : 0539 FSL 0704 FEL County : DUCHESNE QQ, Section, Township, Range: SESE 9 3S 6W State : UTAH	Field or Unit Name CEDAR RIM Lease Designation and Number 2OG0005608

EFFECTIVE DATE OF TRANSFER: 11/1/2016

CURRENT OPERATOR

Company: <u>BILL BARRETT CORPORATION</u>	Name: <u>Duane Zavadi</u>
Address: <u>1099 18th Street Ste 2300</u>	Signature: <u></u>
city <u>DENVER</u> state <u>CO</u> zip <u>80202</u>	Title: <u>Senior Vice President -</u>
Phone: <u>(303) 293-9100</u>	Date: <u>10/20/16</u>
Comments:	

NEW OPERATOR

Company: <u>RIG II, LLC</u>	Name: <u>Jesse McSwain</u>
Address: <u>1582 West 2600 South</u>	Signature: <u></u>
city <u>Wood Cross</u> state <u>UT</u> zip <u>84087</u>	Title: <u>Manager</u>
Phone: <u>(801) 683-4245</u>	Date: <u>10/20/16</u>
Comments:	

(This space for State use only)

Transfer approved by: _____ Approval Date: _____

Title: _____

Comments:

*This well was approved by USEPA.
EPA approval will be required.*